

Minute Action

AGENDA ITEM: 11

Date: December 2, 2009

Subject: Cooperative Agreement No. C10123 with Caltrans for the Interstate 10 (I-10)/Tippecanoe Avenue Interchange Right-of-Way Capital and Support costs

Recommendation:* 1) Approve Cooperative Agreement No. C10123 with Caltrans for the I-10/Tippecanoe Avenue Interchange Right-of-Way Capital and Support costs for an amount not to exceed \$33,700,200, and authorize Caltrans to directly reimburse itself from state and federal funds up to the amount of \$22,075,000.

2) Approve a decrease in Task Number 8421000 in the amount of \$640,000, funding source Interregional Transportation Improvement Program (ITIP), for a total Task budget of \$1,617,683.

Background: This is a new cooperative agreement. Caltrans is the lead agency for the purposes of Right of Way appraisals and acquisitions for the I-10/Tippecanoe Avenue interchange project. The subject cooperative agreement provides that Caltrans will perform right-of-way acquisition services and acquire property in the name of the State. The draft agreement recognizes that SANBAG will be responsible for funding one hundred (100%) percent of all said I-10/Tippecanoe Avenue interchange right-of-way capital and support costs, specifies the payment mechanisms, and details the roles and responsibilities of SANBAG and Caltrans. The parties agree that Caltrans will reimburse their costs in acquiring right-of-way directly from available State ITIP and federal funds, and invoice SANBAG for Measure I funds, as they become needed. The cooperative agreement is attached.

Approved
Board of Directors

Date: December 2, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

The funding for the I-10/Tippecanoe Avenue interchange right-of-way capital and support costs is estimated at \$33,700,200 and consists of \$19,570,500 in various federal funds (which include \$10,075,000 in funds with a 20% required local match), \$2,500,000 in State IIP funds and \$11,625,000 in Measure funds (which include \$2,015,000 for 20% federal match and \$9,610,200 in unmatched funds).

Financial Impact: The action is not consistent with the 2009/10 Fiscal Year Budget. The \$640,000 of ITIP budget this Fiscal Year is being removed, as Caltrans will obtain reimbursement for the ITIP funds directly. This agreement will be financed with \$11,625,200 of Measure I funds, and \$22,075,000 of state and federal funds that will be directly reimbursed to Caltrans. TN 84210000.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on October 15, 2009. SANBAG Counsel has reviewed and approved the agreement as to form.

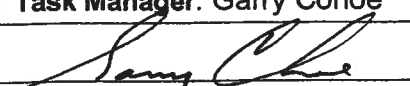
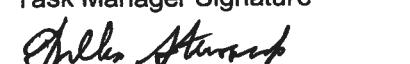
Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. C10123
by and between SANBAG
and
State Of California Department of Transportation (Caltrans)
for

Right of Way Capital and Support on I-10/Tippecanoe Interchange Project

FOR ACCOUNTING PURPOSES ONLY							
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment				
Notes: Caltrans to be reimbursed directly from state and federal funds up to an amount of \$22,075,000							
Original Contract: \$ <u>11,625,200</u>		Previous Amendments \$ _____					
Contingency / Allowance Amount \$ <u>0</u>		Previous Amendments \$ _____					
		Contingency / Allowance Total: \$ _____					
		Current Amendment: \$ _____					
		Current Amendment Contingency / Allowance: \$ _____					
Contingency Amount requires specific authorization by Task Manager prior to release.							
Contract TOTAL ►			\$ <u>11,625,200</u>				
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.							
▼ Include funding allocation for the original contract or the amendment							
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt	
<u>842</u>	<u>640</u>	<u>000</u>	<u>5580</u>	<u>1300</u>	<u>Measure I</u>	\$ <u>11,625,200</u>	
_____	_____	_____	_____	_____	<u>SEE NOTE ABOVE</u>	\$ _____	
Original Board Approved Contract Date: <u>12/2/09</u>				Contract Start: <u>12/309 (estimated)</u>		Contract End: <u>12/31/15 (estimated)</u>	
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____	
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .							
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>600,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>11,025,200</u>	
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>842</u> (C-Task may be used here.).							
<input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.							

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input checked="" type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: Garry Cohoe		Contract Manager: Khalil Saba	
	<u>11/19/09</u>	_____	_____
Task Manager Signature	Date	Contract Manager Signature	Date
	<u>11/19/09</u>	_____	_____
Chief Financial Officer Signature	Date		

Finance will not process any payments without budget authority and properly executed contracts.

C10203

TN 84210000

Form 28 9/09 Contract Summary Sheet

08-Riv-10-PM 25.3/27.3
I-10/Tippecanoe Ave/Anderson St
Ramp Improvements, Bridge
Widening & Street Improvements
EA 448100
District Agreement No. 8-1459

**R/W
COOPERATIVE AGREEMENT**

This AGREEMENT, entered into effective on _____, 2009, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as "STATE," and the

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY, a
public entity referred to herein as
"AUTHORITY."

RECITALS

1. STATE and AUTHORITY, pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into a Cooperative Agreement for improvements to the State Highway System (SHS) within the County of San Bernardino.
2. STATE and AUTHORITY intend to improve the Interstate 10 (I-10)/Tippecanoe/Anderson Street interchange with ramp improvements, bridge widening and street improvements, in the cities of San Bernardino and Loma Linda, referred to herein as "PROJECT."
3. STATE will perform the Right of Way capital and support activities for PROJECT as specified in detail in the Agreement.
4. AUTHORITY agrees to be responsible for one hundred (100%) percent of all PROJECT Right of Way capital and support costs, of which a portion will be funded out of Federal Demonstration (DEMO) funds in the amount of \$7,575,000 to be matched with Measure I funds in the amount of \$1,895,000; Interstate Maintenance Discretionary (IMD) funds in the amount of \$2,500,000 to be matched with Measure I funds in the amount \$250,000; Section 115 funds in the amount of \$1,500,000; Section 117 funds in the amount of \$5,000,000; and Section 330 funds in the amount of \$3,000,000; State's Interregional Improvement Program (IIP) funds in the amount of \$2,500,000, and Measure I funds in the amount of \$9,480,200. The PROJECT cost estimate is \$33,700,200 as shown on Exhibit A, attached hereto and made a part of this Agreement. The total cost for Right of Way support activities for which AUTHORITY is responsible

shall not exceed \$2,735,000. All Right of Way support costs in excess of this amount shall be borne in full by the STATE. If it becomes necessary for an increase in PROJECT funding for additional Right of Way capital costs in excess of the estimated capital costs, said increase will be paid in full by AUTHORITY using then available funds.

5. Project Approval and Environmental Documentation (PA&ED) for PROJECT was covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on February 4, 2004, (District Agreement No. 8-1229), and amended on January 8, 2009, (Cooperative Agreement 8-1229 A/1). Project Plans, Specifications, and Estimate was covered in a prior Cooperative Agreement executed by STATE and AUTHORITY on September 30, 2009, (District Agreement No. 8-1450).
6. PROJECT landscape maintenance, landscape design, and construction will be addressed in a separate future agreement or agreements.
7. The terms of this Agreement shall supersede any inconsistent terms of any prior Memorandum of Understanding (MOU) or agreement relating to PROJECT.
8. The parties now define herein below the terms and conditions under which PROJECT Right of Way is to be acquired, engineered, and financed.

SECTION I

AUTHORITY AGREES:

1. To be responsible for one hundred (100%) percent of all PROJECT Right of Way capital and support costs, of which a portion will be funded out of Federal DEMO funds in the amount of \$7,575,000 to be matched with Measure I funds in the amount of \$1,895,000; IMD funds in the amount of \$2,500,000 to be matched with Measure I funds in the amount \$250,000; Section 115 in the amount of \$1,500,000; Section 117 in the amount of \$5,000,000; and Section 330 in the amount of \$3,000,000; State's IIP funds in the amount of \$2,500,000; and additional Measure I funds in the amount of \$9,480,200. The PROJECT Right of Way capital and support cost estimate is \$33,700,200 as shown on Exhibit A, attached hereto and made a part of this Agreement. The total cost for Right of Way support activities for which AUTHORITY is responsible shall not exceed \$2,735,000. All Right of Way support costs in excess of this amount shall be borne in full by the STATE. If it becomes necessary for an increase in PROJECT funding for additional Right of Way capital costs in excess of the estimated capital costs, said increase will be paid in full by AUTHORITY using then available funds.
2. To have all necessary right of way maps and documents used to acquire right of way by STATE prepared by or under the direction of a person authorized to practice land

surveying in the State of California. Each right of way map and document shall bear the appropriate professional seal, certificate number, expiration date of registration certification and signature of the licensed person in Responsible Charge of Work.

3. To authorize STATE to reimburse itself from the State and Federal funding sources on a monthly basis for STATE's Right of Way capital costs for PROJECT work up to the amount of \$22,075,000.
4. To make payment to STATE, within ten (10) working days of receipt of request for payment, the capital and support costs of right of way to be paid by AUTHORITY with Measure I funds, as required for right of way activities as PROJECT proceeds.
5. To pay STATE upon completion of work and within twenty (20) days of receipt of a detailed statement made upon final accounting of costs therefor, any amount over and above the aforesaid payment required to complete AUTHORITY's financial obligation pursuant to this Agreement.
6. To be responsible for informing STATE immediately upon notice by AUTHORITY in the event that Measure I funds are expected to be depleted to the point that it is necessary for STATE to stop work in anticipation of the depletion of funds.

SECTION II

STATE AGREES:

1. To undertake and complete the Right of Way capital and support activities for PROJECT as described in Exhibit "A." The total cost for Right of Way support activities for which AUTHORITY is responsible shall not exceed \$2,735,000. All Right of Way support costs in excess of this amount shall be borne in full by the STATE.
2. To submit to AUTHORITY a monthly progress report that describes the work performed and completed during the reporting period. The progress report shall also include an expenditure report showing the Right of Way support and capital costs incurred to date, an estimate of support and capital costs needed to complete Right of Way activities, and a summary by fund type of remaining capital and support costs available to complete Right of Way activities, all in accordance with this agreement.
3. To reimburse itself from the available State and Federal funds on a monthly basis, up to the amount of \$22,075,000.
4. To prepare and submit to AUTHORITY a request for payment with Measure I funds for the costs of right of way capital and support costs as project proceeds. A request for payment should be on a mutually agreed to form.

5. To immediately inform AUTHORITY of any issues that could have the potential to increase the actual right of way costs for PROJECT beyond the authorized costs.
6. Upon completion of Right of Way capital and support work associated with PROJECT and all work incidental thereto, to furnish AUTHORITY with a detailed statement of all Right of Way capital and support PROJECT costs to be borne by AUTHORITY. To thereafter refund to AUTHORITY, promptly after completion of STATE's final accounting of Right of Way capital and support related PROJECT costs, any amount of AUTHORITY's payment required in Article 1 of Section I remaining after actual costs to be borne by AUTHORITY have been deducted or to bill AUTHORITY for any additional amount required to complete AUTHORITY's financial obligations assumed pursuant to this Agreement.
7. To be responsible for the investigation of potential hazardous material sites within and outside of the existing SHS right of way that could impact PROJECT as part of performing any work under this Agreement. If STATE discovers hazardous material or contamination within the PROJECT study area during said investigation, STATE shall immediately notify AUTHORITY
8. To acquire and furnish all right of way, if any, outside of the existing SHS right of way and to perform all right of way activities, including all eminent domain activities, if necessary, in accordance with the STATE's procedures. These activities shall comply with all applicable State and Federal laws and regulations to ensure that the completed work and title to property acquired for PROJECT is acceptable for incorporation into the SHS right of way.
9. To authorize AUTHORITY to utilize the services of a qualified public agency or a qualified consultant, as determined by STATE's District Division Chief of Right of Way, in all matters related to the acquisition of right of way in accordance with STATE's procedures as published in STATE's current Right of Way Manual. Whenever personnel other than personnel of a qualified public agency, or a qualified consultant, are utilized, administration of the personnel contract shall be performed by a qualified Right of Way person employed or retained by STATE.
10. To certify legal and physical control of right of way ready for construction and that all right of way parcels were acquired in accordance with applicable State and Federal laws and regulations, subject to review and concurrence by STATE prior to the advertisement for bids for the contract to construct PROJECT.
11. To retain, or cause to be retained for audit by AUTHORITY auditors, for a period of three (3) years from date of processing the final detailed statement of PROJECT, all records and accounts relating to Right of Way for PROJECT, and make such materials available if requested by AUTHORITY.

SECTION III

IT IS MUTUALLY AGREED:

1. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. Invoices for CALTRANS support costs include all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject to the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
3. The Right of Way acquisition for PROJECT shall be performed in accordance with all applicable Federal and STATE standards and practices current as of the date of performance. Any exceptions to applicable design standards shall first be considered by STATE for approval via the processes outlined in STATE's Highway Design Manual and appropriate memoranda and design bulletins published by STATE. In the event that STATE proposes and/or requires a change in design standards, implementation of new or revised design standards shall be done as part of the work on PROJECT in accordance with STATE's current Highway Design Manual Section 82.5, "Effective Date for Implementing Revisions to Design Standards." STATE shall consult with AUTHORITY in a timely manner regarding the effect of proposed and/or required changes on PROJECT.
4. In the acquisition of right of way pursuant to this Agreement, STATE may acquire at AUTHORITY'S expense an entire parcel, or a greater portion of a parcel than that required for PROJECT, of real property to avoid payment of high severance damages. Any such acquired excess properties shall be paid for using local funds and transferred to AUTHORITY upon completion of PROJECT by separate deed. If AUTHORITY elects to dispose of excess property(ies), all net proceeds received from the disposal of said excess property(ies) shall be retained by AUTHORITY.
5. Existing STATE-owned right of way will be incorporated as necessary into the PROJECT right of way at no cost to AUTHORITY. Existing STATE-owned right of way which becomes excess as a result of PROJECT will be exchanged if appropriate for privately-owned property required for PROJECT, consistent with CTC Resolution G-98-22 and Department Policy, and will be subject to California Transportation Commission (CTC) approval.
6. Upon STATE's written authorization, AUTHORITY will assist in providing technical and administrative support resources. The actual cost of such services shall be

- considered a PROJECT right of way support cost and shall be applied against the total amount originally budgeted for the STATE to provide right of way support services.
7. STATE agrees to obtain, at AUTHORITY's cost, all necessary PROJECT permits, agreements, and/or approvals from appropriate regulatory agencies, unless the parties otherwise mutually agree in writing. If the parties agree in writing that AUTHORITY is responsible for obtaining said project permits, agreements, and/or approvals from appropriate regulatory agencies, then those said costs shall be a PROJECT cost.
 8. STATE shall be fully responsible for complying with and implementing any and all environmental commitments set forth in the environmental documentation, permit(s), agreement(s) and/or approvals for PROJECT. The costs of said compliance and implementation shall be a PROJECT cost.
 9. If, during performance of right of way activities in support of PROJECT, new information is obtained which requires the preparation of additional environmental documentation to comply with California Environmental Quality Act (CEQA) and if applicable, National Environmental Policy Act (NEPA), this Agreement will be amended to include completion of those additional tasks by AUTHORITY.
 10. If there is a legal challenge to the environmental documentation, including investigative studies and/or technical environmental report(s), permit(s), agreement(s), and/or approval(s) for PROJECT, all legal costs associated with those said legal challenges shall be a PROJECT cost.
 11. All administrative reports, studies, materials, and documentation, including, but not limited to, all administrative drafts and administrative finals, relied upon, produced, created or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e). The parties agree that said material will not be distributed, released or shared with any other organization, person or group other than the parties' employees, agents and consultants whose work requires that access without the prior written approval of the party with the authority to authorize said release and except as required or authorized by statute or pursuant to the terms of this Agreement.
 12. The party that discovers hazardous materials (HM) will immediately notify the other party(ies) to this Agreement.

HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by PROJECT or not.

HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by PROJECT.

13. STATE, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. STATE will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

AUTHORITY, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. AUTHORITY will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs for HM-1 management activities.

14. If HM-2 is found within the limits of PROJECT, the public agency responsible for advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 management activities. Any management activity cost related to HM-2 is a PROJECT construction cost.
15. Management activities related to either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
16. STATE's acquisition or acceptance of title to any property on which any hazardous material is found will proceed in accordance with STATE's policy on such acquisition.
17. A separate Cooperative Agreement or agreements will be required to address landscape maintenance, landscape design and to cover responsibilities and funding for the construction phase of PROJECT.
18. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care with respect to the development, design, construction, operation, or maintenance of the SHS and public facilities different from the standard of care imposed by law.
19. Neither STATE nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by AUTHORITY under or in connection with any work, authority, or jurisdiction conferred upon AUTHORITY or arising under this Agreement. It is understood and agreed that, AUTHORITY will fully defend, indemnify, and save harmless STATE and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AUTHORITY under this Agreement.
20. Neither AUTHORITY nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction conferred upon STATE or arising under this Agreement. It is understood and agreed that, STATE will fully defend, indemnify, and save harmless AUTHORITY and all of its officers and employees from all claims, suits, or actions of every name, kind and description brought

forth under, including, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.

21. Prior to the commencement of any work pursuant to this Agreement, either STATE or AUTHORITY may terminate this Agreement by written notice to the other party.
22. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
23. This Agreement shall terminate upon the satisfactory completion of all post-PROJECT construction obligations of AUTHORITY and the delivery of required PROJECT construction documents, with concurrence of STATE, or on December 31, 2015, whichever is earlier in time, except that the ownership, operation, maintenance, indemnification, environmental commitments, legal challenges, and claims articles shall remain in effect until terminated or modified, in writing, by mutual agreement. Should any construction-related or other claims arising out of PROJECT be asserted against one of the parties, the parties agree to extend the fixed termination date of this Agreement, until such time as the construction related claims are settled, dismissed or paid.

SIGNATURES ON FOLLOWING PAGE:

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SAN BERNARDINO COUNTY
TRANSPORTATION AUTHORITY

RANDELL H. IWASAKI
Director

By: _____
PAUL M. EATON
Board President

By: _____
RAYMOND W. WOLFE, PhD
District Director

Attest: _____
VICKI WATSON
Board Secretary

APPROVED AS TO FORM AND
PROCEDURE:

APPROVED AS TO FORM AND
PROCEDURE:

By: _____
Attorney,
Department of Transportation

By: _____
JEAN-RENE BASLE
Counsel

CERTIFIED AS TO FUNDS:

By: _____
District Budget Manager

CERTIFIED AS TO FINANCIAL
TERMS AND POLICIES:

By: _____
Accounting Administrator

EXHIBIT A

Date: 10/8/2009
 EA #: 448100
 Sponsoring Agency: SANBAG
 Agreement #: 8-1459

Project Location: In San Bernardino at Tippecanoe Avenue and on Tippecanoe Avenue/Anderson Street between San Timoteo Creek and Laurelwood Drive													
Administrated Phases of Work	Phase	Local Program Funds				Local Program Funds				Other Funds			
		Federal #:	Match #:	Federal %:	Match %:	Federal #:	Match #:	Federal %:	Match %:	Federal #:	Match #:	Federal %:	Match %:
SUPPORT	0												
PA&ED	1												
PS&E	2												
R/W Support	3												
Construction Support	4												
CAPITAL	5												
R/W Capital	6												
Construction Capital	7												
TOTALS													
Project Manager: Mark Lancaster		Phone #:		908-668-7483									

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 12

Date: December 2, 2009

Subject: Rail Improvements in the City of Colton

Recommendation: Direct staff to proceed with negotiation of a future four-party agreement between SANBAG, the City of Colton, the Union Pacific Corporation (UPRR), and Burlington Northern Santa Fe (BNSF) for proposed rail improvements in the City of Colton.

Background: Provide direction for SANBAG's participation in proposed rail improvements in the City of Colton. This item provides a report on the status of work and proposal to develop a contractual agreement related to Colton Crossing and associated rail improvements which are required to address community issues. The proposed improvements, located on the BNSF line north of the I-10 Freeway, are to address the noise associated with the rail operation and the multiple street at-grade rail crossings, and to reduce the impact to local vehicle circulation caused by the rail operations. The proposed agreement will establish commitment by SANBAG in regards to grade separation improvement projects. Please note that the concept for each party's responsibility as set forth in the agreement are preliminary and will be further developed as negotiations continue. Prior to continuing the negotiations, staff requests direction from the Board to affirm SANBAG's interest in entering into such an agreement.

The Colton Crossing project proposes to separate an existing at-grade rail-to-rail crossing between Union Pacific Corporation (UPRR) and Burlington Northern Santa-Fe (BNSF) rail lines. Both rail lines are national lines moving freight from

Approved
Board of Directors

Date: December 2, 2009

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

the LA Basin and the Ports of Los Angeles and Long Beach through San Bernardino County. Studies have concluded that if the operational inefficiency at the Colton Crossing is not improved, transport of freight could be redirected to trucks and would impact the highway system.

In March 2007, the SANBAG Board of Directors approved a cooperative agreement with the Caltrans Division of Rail to accept approximately \$2.2 million in Interregional Improvement Program (IIP) funds to deliver the preliminary engineering and environmental clearance (PA/ED) phase for the Colton Crossing Grade Separation Project. In July 2008, an amendment to the cooperative agreement was approved by the SANBAG Board which increased the IIP funds by approximately \$1.5 million.

SANBAG's responsibility under the cooperative agreement, as a neutral party, is to lead the development of viable engineering alternatives and environmental studies that would lead to the selection of a preferred alternative. During the development of the alternatives, the needs of the various stakeholders are considered, in particular, the needs of the City of Colton and the railroad companies. The funding source for the Colton Crossing improvements is being kept separate from the PA/ED process.

The railroads needs are to grade separate the two rail lines as efficiently as possible. The City's main need is to provide relief to the community property owners from the train noise generated by the BNSF line north of I-10 Freeway and reduce the impact to the local traffic circulation caused by the volume of trains utilizing this line. The City's needs were reinforced when we met with local neighborhood focus groups, conducted public meetings, and met with City elected officials.

Five alternatives were developed for the Colton Crossing grade separation. Two of the alternatives were dropped from consideration as not feasible. While all three of the remaining alternatives separated the rail lines, only one met the needs of the City. The alternative that met the needs of the City proposes the BNSF line go under the UPRR line by placing the BNSF line in a trench. The other two alternatives involve elevating or depressing the UPRR line over or under the BNSF line. The BNSF trench alternative has an estimated cost of \$1 billion above the estimate cost of the UPRR elevated option. The cost of the BNSF trench alternative makes it economically non-viable.

The issue with the alternatives that elevate or depress the UPRR line is there is no nexus to the improvements that would address the City's needs. Therefore, a concept to address the City's needs through a separate agreement was developed. The concept to be incorporated into an agreement creates a quiet zone on the BNSF

line north of the I-10 and reduces impacts to local circulation caused by the rail operations includes the following:

- Construct a grade separation at Valley Boulevard and Laurel Street
- Close “E” and “H” Street rail at-grade crossings.
- Construct Four Quadrant Gate Quiet Zone crossing at Olive Street.

Since the original concept was revealed the City has requested the following changes:

- Valley Boulevard is improved as a Four Quadrant Gate Quiet Zone crossing. The grade separation at this location would severely impact the access to businesses in this location.
- Transfer the Valley Boulevard funding to railroad grade separation south of I-10.

The April 2009 SANBAG Measure I Strategic Plan identifies a proposed grade separation at Valley Boulevard and Olive Street. The Strategic Plan and the associated Nexus Study identifies the responsibility of SANBAG and the City of Colton. The concept being discussed proposes to redirect the funding for these two grade separations to Laurel Street and a grade separation south of I-10. The reason for redirecting the Valley Blvd funding is described above. The reason for redirecting funds to Laurel Street is that Laurel Street is a six track crossing and pursuant to Federal Rail Authority’s guidelines cannot be served by a Four Quadrant Gate Quiet Zone crossing. With Olive Street being a four track crossing it can be served by a Four Quadrant Gate Quiet Zone crossing.

For the City to enter into the proposed agreement they request assurance that the Quiet Zone improvements will be constructed in a timely manner in relation to when the Colton Crossing improvements are constructed. That means all parties, including SANBAG, with its contribution to the grade separations, would need to be on a committed schedule.

In return for SANBAG’s commitment of funds on a specified schedule, the concept has each railroad contributing 10% of the project cost, for a total of 20%, to the grade separation projects. By statute the railroads only have to contribute 10% with a reduction to 5% if there are Federal funds on the project. The additional 10% on grade separations has a value in excess of \$6 million. The current concept has the remaining improvements funded by the railroads.

The last item to be included in the agreement addresses realigning the UPRR rail spur located along 9th Street. Currently the line is located in the middle of the residential street. The City is requesting that language be include in the agreement

whereby UPRR and SANBAG will assist in identifying potential grants for the relocation of the line.

The subject concept has been presented to the City of Colton's Council sub-committee followed-up by a presentation to the Council. The City Council has concurred to the concept and is willing to proceed with agreement negotiations and to continue their participation in the Colton Crossing environmental process.

The agreement would ensure positive cooperation between all parties and set in motion a collaborative plan to address the needs of the various parties. This cooperation will allow the selection of a preferred alternative for the Colton Crossing grade separation and the approval of the environmental document. As previously stated the concept described above is preliminary and will be further developed as negotiations continue.

Financial Impact: This item would not directly affect the FY 2009/2010 budget. Budget amendments resulting from the implementation of the future agreement will be addressed as appropriate in the future.

Reviewed By: This item was reviewed and unanimously recommended for approval by the Major Projects Committee on November 12, 2009.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

Minute Action

AGENDA ITEM: 13

Date: December 2, 2009

Subject: Hunts Lane/UPRR Grade Separation Project Utility Relocations

Recommendation:*

- 1) Approve Agreement No. C10152 with the City of Colton Electric Utility in an amount not to exceed \$105,000 for costs of relocating existing overhead electrical facilities required for Hunts Lane/UPRR Grade Separation Project.
- 2) Approve Agreement No. C10154 with Southern California Edison in an amount not to exceed \$495,000 for costs of relocating existing overhead electrical facilities required for Hunts Lane/UPRR Grade Separation Project.

Background: **These are two new agreements.** SANBAG is nearing completion of the Plans, Specifications and Estimates (PS&E) phase of the Hunts Lane grade separation over Union Pacific Rail Road (UPRR) in the Cities of Colton and San Bernardino. Several existing utilities within Hunts Lane will need to be relocated, including facilities owned and operated by Southern California Edison and the City of Colton Electric Utility. Staff has worked closely with these affected purveyors to develop acceptable relocation plans and determine responsibilities for construction costs associated with the proposed relocations.

SCE has existing franchise agreements with the City of San Bernardino that would require the utility company to relocate existing facilities at its cost; however, due to the lack of right of way along the San Bernardino side (i.e. eastern side) of Hunts Lane within the project limits, the overhead electrical

*Approved
Board of Directors*

Date: December 2, 2009

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

facilities need to be relocated to the Colton (i.e. west side) of Hunts Lane. The project requires SANBAG to pay the differential costs associated with relocation of SCE facilities to the opposite side of the street. Staff previously determined that the City of Colton Electric Utility has prior rights for its existing facilities along Hunts Lane and required relocations will be a project cost.

Agreement No. 10152 with the City of Colton Electric Utility in the amount of \$105,000 includes an estimated cost of \$95,831 for necessary materials to complete the relocation work, and an approximate 10% contingency. Because some of the facilities to be constructed during relocation are upgrades to Colton Electric's existing system, SANBAG staff successfully negotiated that the utility will provide the labor needed for relocations at no cost to the project.

Agreement No. 10154 with Southern California Edison (SCE) in the amount of \$495,000 includes an estimated cost of \$463,000 for SCE to design, manufacture, deliver and install engineered steel poles as part of the relocation, plus a \$32,000 contingency. Under their existing franchise agreement with the City of San Bernardino, SCE would be responsible for the cost of relocating their conflicting facilities; however, since the relocation design requires SCE to use engineered steel poles instead of standard wooden poles, the project is responsible for paying SCE's differential costs of the steel versus wooden poles.

Major Projects Committee considered the expenditure of \$600,000 for the relocation of the subject utilities on November 12, 2009. During the presentation of the item staff informed the Committee that the recommendation would be revised to include approval of the actual agreements with the utility companies.

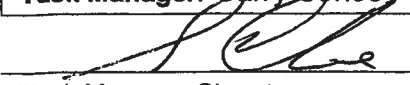
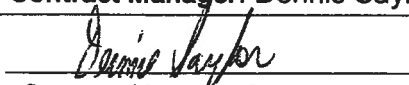
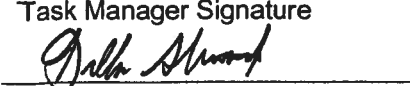
Financial Impact: The action is consistent with the 2009/10 Fiscal Year Budget, TN 87010000. The total expenditure on these contracts is \$600,000. The funding source is TCRP funds.

Reviewed By: This item was reviewed and recommended for approval by the Major Projects Committee on November 12, 2009 (12-0-1; Abstained: Supervisor Neil Derry). SANBAG Counsel has reviewed and approved the agreement as to form.

Responsible Staff: Garry Cohoe, Director of Freeway Construction

SANBAG Contract No. **10152**
by and between
San Bernardino County Transportation Authority
and
City of Colton Electric Utility
for
Utility Relocations

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>TBD</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ <u>95,831</u>		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
		Contingency / Allowance Total: \$ _____				
Contingency / Allowance Amount \$ <u>9,169</u>		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>105,000</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>87010000</u>	_____	_____	<u>5585</u>	_____	<u>TCRP</u>	<u>\$ 105,000</u>
_____	_____	_____	_____	_____	_____	_____
Original Board Approved Contract Date: _____				<u>12/2/09</u>	Contract Start: _____ <u>12/3/09</u>	Contract End: <u>6/30/11</u>
New Amend. Approval (Board) Date: _____				_____	Amend. Start: _____	Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>105,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation		\$ <u>0</u>
						►
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>870</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT			
Check all applicable boxes:			
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private	<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)		
Task Manager: <u>Garry Cohoe</u>		Contract Manager: <u>Dennis Saylor</u>	
 Task Manager Signature		 Contract Manager Signature	
<u>11/18/09</u> Date		<u>11/19/09</u> Date	
 Chief Financial Officer Signature			
<u>11/19/09</u> Date			

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

October 22, 2009

City of Colton Electric Utility
160 South 10th Street
Colton, CA 92324
Attention: Mr. Mitchell Grigg, Systems Designer

Re: Colton Electric Letter Agreement for utility relocation on Hunts Lane Grade Separation Project

Dear Mr. Grigg:

This letter agreement ("Agreement") is entered into on the ____ day of _____, 2009 between the San Bernardino Associated Governments ("SANBAG") and the City of Colton Electric Utility ("CITY") for the purpose of defining the roles and responsibilities for relocation of existing CITY owned, operated and maintained electrical facilities along Hunts Lane, and construction of new electrical facilities to be owned, operated and maintained by CITY along Steel Road in the City of Colton, all as shown on the attached drawings in Exhibit "A" and hereafter referred to as the "WORK". The WORK is necessitated by the proposed construction of a grade separated crossing of Hunts Lane over the existing Union Pacific Railroad tracks.

Upon execution of this Agreement SANBAG agrees:

1. Prior to the start of any work under this agreement, to provide the required utility easements for CITY's electrical facilities that are proposed to be relocated outside existing CITY right of way.
2. To coordinate construction activities of the Hunts Lane Grade Separation project and provide CITY with sixty (60) days advance notice of and a ninety (90) day construction window in which CITY is to complete the WORK under this agreement.
3. Within 30 days of receipt of CITY's invoice for costs of the necessary electrical equipment and materials to complete WORK, to reimburse CITY in an amount not to exceed \$95,831.00 as shown in the attached Exhibit "B", Project Cost Analysis, attached to and made part of this agreement.

Mr. Mitchell Grigg
October 22, 2009
Page 2

Upon execution of this Agreement CITY agrees:

1. To invoice SANBAG for the CITY's costs of procuring the electrical equipment and materials needed to complete work as shown in the Exhibit "B", including a 15% markup for Handling and Overhead, in an amount not to exceed \$95,831.00.
2. Upon receipt of payment from SANBAG for the electrical equipment and material costs, to procure the necessary electrical equipment and materials as shown in Exhibit "B".
3. Upon sixty (60) days advance notice by SANBAG, to schedule and coordinate CITY labor forces to complete the WORK within the ninety (90) day construction window as provided by SANBAG.
4. To complete the WORK using CITY forces without any labor costs to SANBAG.

By signature below, the parties agree to the provisions of this letter agreement, which expires upon satisfactory completion of the WORK and all obligations of the parties contained herein, or on December 31, 2010, whichever occurs first in time.

Garry Cohoe
Director Freeway Construction
SANBAG

Mitchell Grigg
Systems Designer
City of Colton Electric Utility

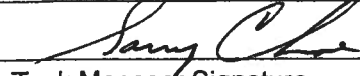


Approved as to Form:

Jean-Rene Basle
SANBAG Legal Counsel

SANBAG Contract No. **10154**
by and between
San Bernardino County Transportation Authority
and
Southern California Edison
for
Utility Relocations

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # <u>TBD</u> Vendor ID <u>SCE</u>	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes:						
Original Contract: \$ 463,000		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
		Contingency / Allowance Total:				
Contingency / Allowance Amount \$ 32,000		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►			\$ 495,000			
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
<u>87010000</u>	_____	_____	<u>5585</u>	_____	<u>TCRP</u>	<u>\$ 495,000</u>
_____	_____	_____	_____	_____	_____	_____
Original Board Approved Contract Date: <u>12/2/09</u>				Contract Start: <u>12/3/09</u>		Contract End: <u>12/31/11</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>09/10</u> \$ <u>495,000</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ <u>0</u>
<input checked="" type="checkbox"/> Budget authority for this contract currently exists in Task No. <u>870</u> (C-Task may be used here.). <input type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input type="checkbox"/> Intergovernmental <input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Private <input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input checked="" type="checkbox"/> State/Local Funds
Task Manager: <u>Garry Cohoe</u>	
Contract Manager: <u>Dennis Saylor</u>	

 Task Manager Signature	<u>11/19/09</u> Date
 Contract Manager Signature	_____ Date
 Chief Financial Officer Signature	<u>11/19/09</u> Date

Finance will not process any payments without budget authority and properly executed contracts.

C10154

TN 87010000

November 19, 2009

San Bernardino County Transportation Authority (SANBAG)
C/o Mr. Garry Cohoe, Director Freeway Construction
1170 W. Third Street, 2nd Floor
San Bernardino, CA 91799

SUBJECT: Cost estimate delta on long lead tubular steel poles (TSP's) to be used
in lieu of standard wood poles with guying
Relocation of SCE's Overhead Facilities for the SANBAG Hunts Lane
Grade Separation Project
San Bernardino-Vista-Del Roas 66kV Transmission Line
Hunts Lane between Commercial Road and Oliver Holmes Road, cities of
San Bernardino and Colton
CRE File No. REL08204693 and WBS File Number: WEP-00631

Southern California Edison (SCE) has received your request to provide a cost estimate for procurement of four 75 foot site specific, bolt based tubular steel poles for the relocation of existing overhead SCE facilities at the above location.

This estimate covers the engineering, procurement, manufacture, delivery, foundation and labor differential associated with the installation of four 75 foot TSP's.

This estimate is provided using the 97%, not for construction, submittal plans we received from SANBAG's design consultant, Moffatt & Nichol on July 17, 2009. Any changes in the final approved plans could lead to re-engineering, additional costs, and possible delays on the start of construction.

The estimated cost to procure four 75 foot TSP's is \$463,000, which does not include 22% Income Tax Component of Contribution (ITCC). In the event the Internal Revenue Service (IRS) state, city and/or local governmental taxing authority determines that this project is taxable, SANBAG will reimburse the Southern

California Edison Company for the full amount of the tax liability determined by the IRS, state, city and/or local governmental authority, plus interest, penalties, fees, and related costs. Such amounts will be paid to Edison within 60 days after notification of such event by Edison to SANBAG. By execution of this document, SANBAG hereby acknowledges that this project is funded by SANBAG.

Please issue your check payable to Southern California Edison Company and forward to me at the address shown below. Please identify your check with our CRE File Number REL08204693 and WBS File Number, WEP-00631.

Upon receipt of your check, a letter from SANBAG to exempt the ITCC, and a signed copy of this letter under the 'Acknowledgement of SCE's Billing Process', we will order the four 75 foot TSP's. This process will require 12 months for engineering and procurement.

Please note that the preliminary cost estimate presented in this letter is based on conceptual engineering and system unit costs, and is subject to change based on the final design and actual material costs. All prices quoted and/or written are applicable for 90 days, from receipt of this letter.

Upon completion of the installation and closure of the subject work orders, the originally estimated cost for the long lead items and the estimated cost for the remaining portion of this project, which has yet to be estimated for the cost, will be reconciled to actual costs, at which time the necessary billing adjustments will be made.

Because these tubular steel poles are engineered for each specific application, there are no refunds and the poles will be kept by SCE if your project is cancelled. Please notify me immediately at 951.492.1313 if your project will be delayed or cancelled.

Please acknowledge your understanding of SCE's billing process, as stated above, by signing and returning the copy of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Albert Ramirez', with a long horizontal flourish extending to the right.

Albert Ramirez

300 N. Pepper Ave
Rialto, CA 92376
951.492.1313
Albert.Ramirez@sce.com
C10154
TN 87010000

Project Manager
Transmission Project Manager

I acknowledge and agree to the above referenced SCE billing process, receipt, and approval of SCE's plan of relocation as a duly authorized representative of SANBAG.

By: _____ Date: _____

Paul M. Eaton
President, SANBAG Board of Directors

cc: Eddie Escamilla
Barbara Miljkovic
Doug Holloway
Amir Shaterian
Mike Maxwell
Rhiannon Minor
File

-
- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
 - San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies
-

Minute Action

AGENDA ITEM: 14

Date: December 2, 2009

Subject: Consultant assistance with an evaluation of Victor Valley Transit Authority Administration models

Recommendation:* Authorize SANBAG to engage services of a consultant in an amount not to exceed \$25,000, under the Executive Director's existing authority, to provide professional services in the area of personnel and organization structure in assisting VVTA in evaluation of administrative support models.

Background: In June of 2009, SANBAG received the final FY 2006-2008 Transportation Development Act Triennial Performance Audit of Victor Valley Transit Authority. The audit was reviewed and accepted by the VVTA Board in August. The audit includes findings and recommendations. One carryover recommendation from the 2004-2006 audit report is the creation of a financial officer position. This position has been identified as a high priority that would require VVTA to develop an accrual accounting system, develop methodologies to allocate operating expenses, monitor reporting of performance, operating and capital costs and budgets. The audit report recommended hiring a person to augment staff in this capacity.

Related to this recommendation, the 2006-2008 audit report noted that the costs of continuing to contract for VVTA administrative function would be compared to the prospective cost of directly employing a management team. Since the current VVTA contract for administrative services expires in February 2010, SANBAG

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

believes that it is prudent to consider a cost comparison between contract and direct employment for administrative services.

On October 7, 2009, the VVTA Technical Advisory Committee met and discussed options set forth in the VVTA joint powers agreement for obtaining General Manager and other administrative services and the process to evaluate those options. Due to the need to keep the current administrative staff separated from this procurement process and the limitations of TAC member resources to dedicate to the procurement process, SANBAG has offered to expend up to \$25,000 in consultant services to provide the VVTA Board with a more detailed description of the process and cost involved in bringing the VVTA administrative function in-house.

VVTA will retain the responsibility to determine the process for obtaining administrative services and will select the provider of those services. SANBAG will provide funding for a consultant to produce a detailed process for hiring staff and information on related costs and, at the option of the VVTA Board, the consultant will develop position descriptions, give information on administrative functions such as the administration of benefits and payroll, and will develop human resource policies related to bringing the General Manager and other administrative positions in house at a cost not to exceed \$25,000.

- Financial Impact:*** This item is consistent with the adopted budget. The funding for this work effort is provided under Task 30910000 – Local Transportation Funds - Planning
- Reviewed By:*** This item was reviewed by the Commuter Rail and Transit Committee on November 19, 2009 and the Mountain/Desert Committee on November 20th and unanimously recommended for approval.
- Responsible Staff:*** Mitch Alderman, Director of Transit and Rail

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 15

- Date:** December 2, 2009
- Subject:** Rail and Transit Program Update
- Recommendation:*** Receive information on presentation to the Commuter Rail and Transit Committee.
- Background:** This item included a Power Point presentation and handouts to the Commuter Rail and Transit Committee by SANBAG staff for three areas of information:
1. Review of transit technology types and funding currently employed and under consideration for future use by the six county transit agencies.
 2. Summary of 49 CFR Part 200 regulations relating to the freight and commuter rail industry with particular emphasis on the use of electronic devices by train crews.
 3. A review of the SANBAG's statutory authority governing transit agencies was presented including such items as planning, oversight, implementation, and fund allocations.
- Financial Impact:** This item is consistent with the adopted budget and imposes no additional financial impact.

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

BRD0912a-maa
35210000
Attachments:
BRD0912a1-maa
BRD0912a2-maa
BRD0912a3-maa

Board Agenda Item
December 2, 2009
Page 2

Reviewed By: This item was unanimously received by the Commuter Rail and Transit Committee on November 19, 2009.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

BRD0912a-maa
35210000
Attachments:
BRD0912a1-maa
BRD0912a2-maa
BRD0912a3-maa

What's happening around the county & Transit Finance

Transit Updates

Beth Kranda, Transit Analyst
SANBAG
November 19, 2009

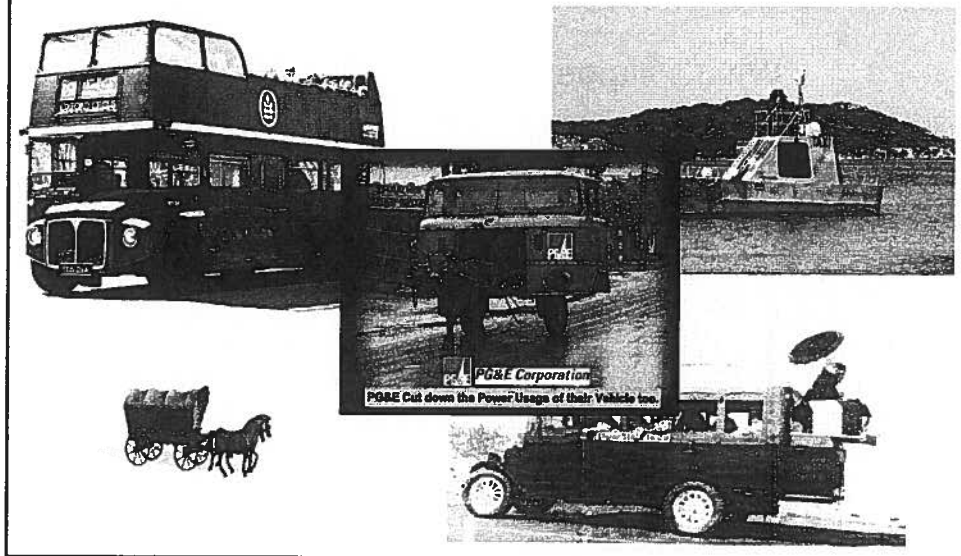
Transit in Action

PRESS RELEASE FOR IMMEDIATE DISTRIBUTION

NAT DRIVER TAKES 2ND PLACE IN CalACT ROADEO
California Association for Coordinated Transportation (CalACT) held the Southern California Regional Driver Safety Rodeo at Morongo Basin Transit Authority, Joshua Tree, CA on Saturday, November 7, 2009. Contestants were judged on wheelchair loading and securement and overall driving skills. Needles Area Transit (NAT) part time driver Ann Marie George placed second among 33 competing drivers from agencies as far away as Sacramento to Manhattan Beach. Since this was NAT's first participation in this event, Ann Marie did not have an opportunity to run a practice course prior to the actual competition. She is now eligible to participate in the state final to be held in Long Beach, CA next spring. In addition to Ann Marie, the City of Needles/Needles Area Transit was represented by Christie Carter. Job Well Done, Ladies!



Transit Vehicles we don't run



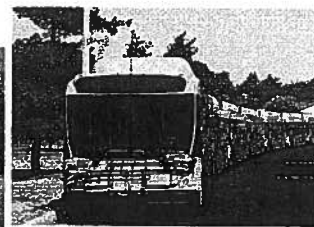
Transit Vehicles we do run



Omnitrans Paratransit
Mini van \$ 40,000 - 2 pass + 2 w/c
Cutaway \$ 70,000 - 16 pass + 2 w/c
7 year vehicle



MBTA Paratransit
Cutaway \$90,000 - CNG conversion
18 pass. + 2 w/c 5 year vehicle



VVTA - NABI 40'
\$400,000 - 33 pass + 2 w/c 12 year



Omnitrans fixed route bus 40'
\$650,000 - 40 pass. + 2 w/c
12 year vehicle

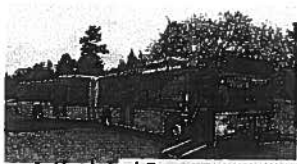


MBTA - 33' bus Highway service
\$300,000 - 28 pass. + 2 w/c 7 year vehicle

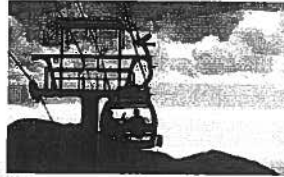


VVTA Paratransit - unleaded
Cutaway \$75,000 -12 pass +2 w/c
5 year vehicle

Transit Vehicles we hope to run



Articulated Bus

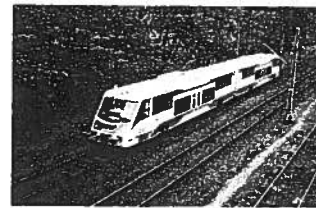
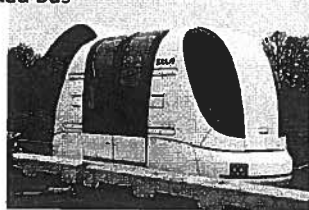


Aerial Tram



HSR

Personal
Rapid
Transit



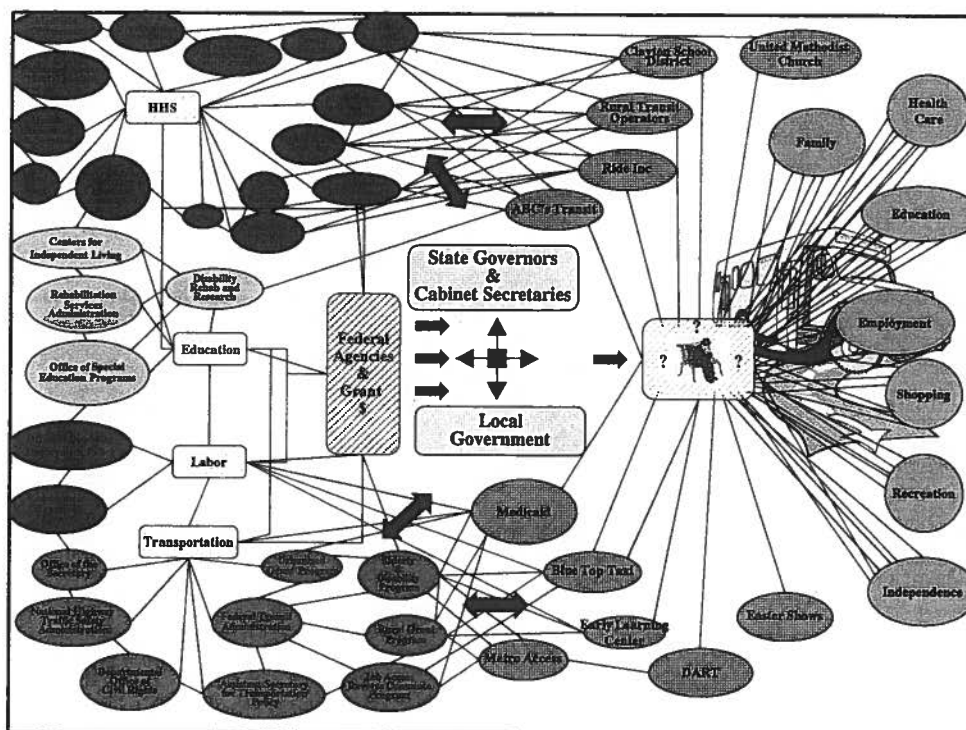
DMU



Omnitrans sbX articulated vehicle
\$1.2 million, 60', 40 pass + 2 w/c seated load

Transit Funding

- **Mix of funding**
 - Federal – Formula, Discretionary, Other
 - State – PTA, STIP, STA, Proposition 1B
 - Local - LTF, Measure I, fares
 - Non traditional funding – CDBG, HHS, TANF



Transit Funding - Urban

- **Federal Funding**
 - Formula Funds and Discretionary – Operating and Capital
 - 5304 - Planning
 - 5307 – Large Urban Cities
 - 5309 – Rail and Fixed Guideway Modernization
 - 5309 – New and Small Starts
 - 5309 – Bus and Bus Facilities
 - 5310 – Transportation for Seniors
 - 5311f – Urban to Rural Connectivity
 - 5316 – JARC – Job Access Reverse Commute
 - 5317 – New Freedom
 - ARRA Funding
 - CMAQ Funding – Congestion Mitigation and Air Quality Funds - Federal Hwy Funds
 - STP Funding – Surface Transportation Program – Federal Hwy Funds

Transit Funding - Rural

- **Federal**
 - Formula and Discretionary – Operating and Capital
 - 5310 – Transportation for Seniors and persons with disabilities
 - 5311 – Rural Formula funding
 - 5311f – rural connectivity funding
 - 5316 –JARC
 - 5317 – New Freedom
 - ARRA Funding
 - CMAQ Funding
 - STP Funding

Transit Funding

- **State Funding**
 - Public Transportation Account – PTA
 - STIP – State Transportation Improvement Programs – highway and transit projects – 50%
 - STAF – State Transit Assistance Fund – 50%
 - Proposition 1B
 - PTMISEA – Public Transportation Modernization, Improvement, and Service Enhancement Account
 - TSSSDRA – Transit System Safety, Security and Disaster Response Account

Transit Funding

- Local Funds
 - LTF – Local Transportation Funds (TDA Funds .25% sales tax)
 - Measure I (.50% sales tax)
 - Senior and Disabled – pass subsidies - paratransit service
 - Fares
 - Future Measure I
 - CTSA – Consolidated Transportation Services Agency
 - BRT – Bus Rapid Transit
 - Passenger Rail (Metrolink and Redlands Rail)

Transit Funding

- Non Traditional Funding
 - CDBG – Community Development Block Grant
 - HHS – Health and Human Services
- Interest Earnings
- Advertising Revenue
- Donations/Endowments



Commuter Rail and Transit Committee
Railroad 101
Transit Roles and Responsibilities

Mitch Alderman, PE
Director of Transit and Rail Programs
November 19, 2009

Federal Railroad Administration (FRA)

- **General Transportation System**
- **Regulations 49 CFR Parts 200 - 299**
- **Railroads - Self Regulated Using CFRs**
- **GCOR – General Code of Operating Rules**

Federal Railroad Administration (FRA)

49 CFR (Title 49 – Transportation, Code of Federal Regulations)

- 200 Informal rules of practice for passenger service
- 201 Formal rules of practice for passenger service
- 207 Railroad police officers
- 209 Railroad safety enforcement procedure
- 210 Railroad noise emission compliance regulations
- 211 Rules of practice
- 212 State safety participation regulations
- 213 Track safety standards
- 214 Railroad workplace safety
- 215 Railroad freight car safety standards
- 216 Special notice and emergency order procedures: Railroad track, locomotive, and equipment
- 217 Railroad operating rules
- 218 Railroad operating practices
- 219 Control of alcohol and drug use
- 220 Railroad communications

Federal Railroad Administration (FRA)

49 CFR (Title 49 – Transportation, Code of Federal Regulations)

- 221 Rear end marking device – passenger, commuter, and freight trains
- 222 Use of locomotive horns at public highway – rail grade crossings
- 223 Safety glazing standards – locomotives, passenger cars, and cabooses
- 224 Reflectorization of rail freight rolling stock
- 225 Railroad accidents/incidents: Reports classification and investigations
- 228 Hours of service of railroad employees
- 229 Railroad locomotive safety standards
- 230 Steam locomotive inspection and maintenance standards
- 231 Railroad safety appliance standards
- 232 Brake system safety standards for freight and other non-passenger trains and equipment; end-of-train devices
- 233 Signal systems reporting requirements
- 234 Grade crossing signal system safety

Federal Railroad Administration (FRA)

49 CFR (Title 49 – Transportation, Code of Federal Regulations)

- 235 Instructions governing applications for approval of a discontinuance or material modification of a signal system or relief from the requirements of part 236
- 236 Rule, standards, and instructions governing the installation, inspection, maintenance, and repair of signal and train control systems, devices, and appliances
- 238 Passenger equipment safety standards
- 239 Passenger train emergency preparedness
- 240 Qualification and certification of locomotive engineers
- 241 United States locational requirement for dispatching of United States rail operations
- 244 Regulations on safety integration plans governing railroad consolidations, mergers, and acquisitions of control
- 245 Railroad user fees
- 250 Guarantee of certificates of trustees of railroad in reorganization
- 256 Financial assistance for railroad passenger terminals

Federal Railroad Administration (FRA)

49 CFR (Title 49 – Transportation, Code of Federal Regulations)

- 256 Financial assistance for railroad passenger terminals
- 260 Regulation governing loans and loan guarantees under the railroad rehabilitation and improvement financing program
- 261 Credit assistance for surface transportation projects
- 265 Nondiscrimination in federally assisted railroad programs
- 266 Assistance to States for local rail service under section 5 of the Department of Transportation Act
- 268 Magnetic levitation transportation technology deployment program

Federal Railroad Administration (FRA)

Use of Electronic Devices

Can cell phones be used by a train crew?

RSAC – Railroad Safety Advisory Committee

January 1999 49 CFR Part 220

April 2004 as RSAC to Consider Rules for Cell Phones

FRA Comments

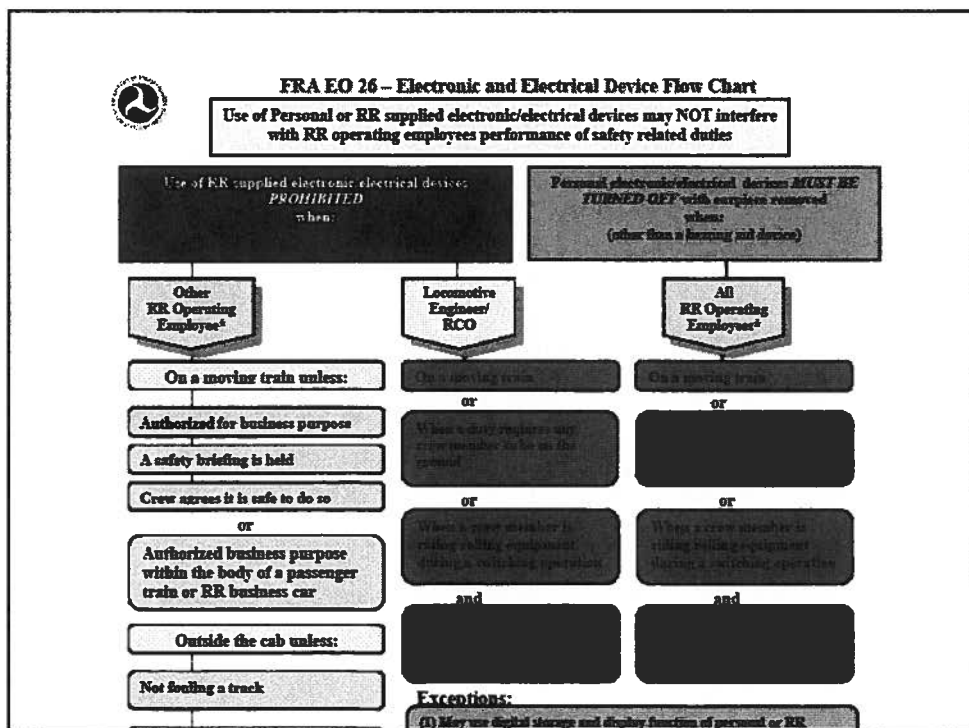
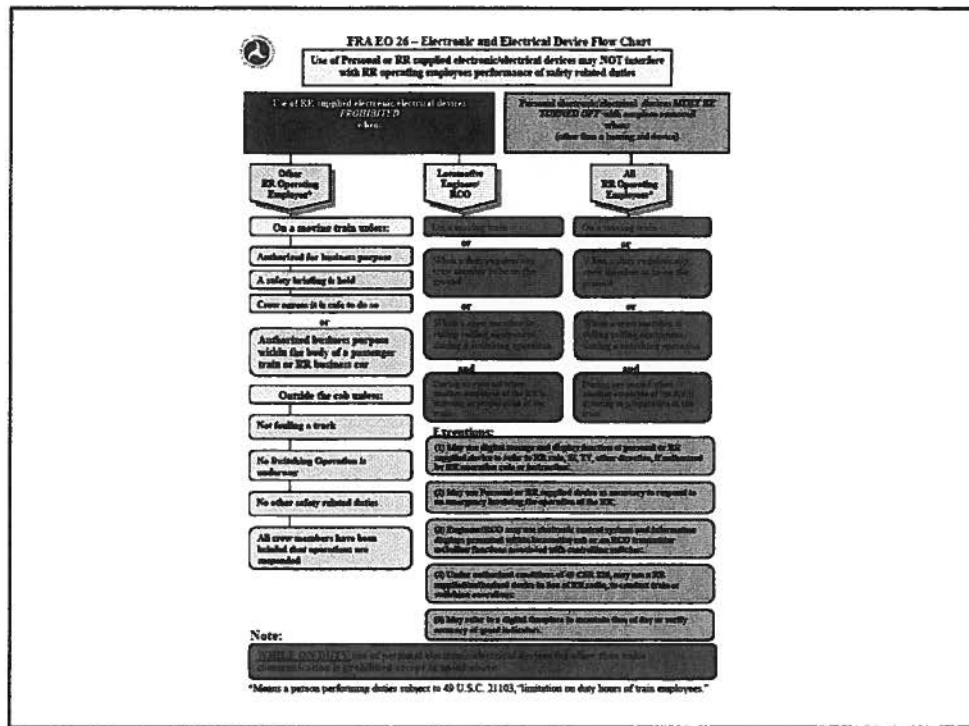
Federal Railroad Administration (FRA)

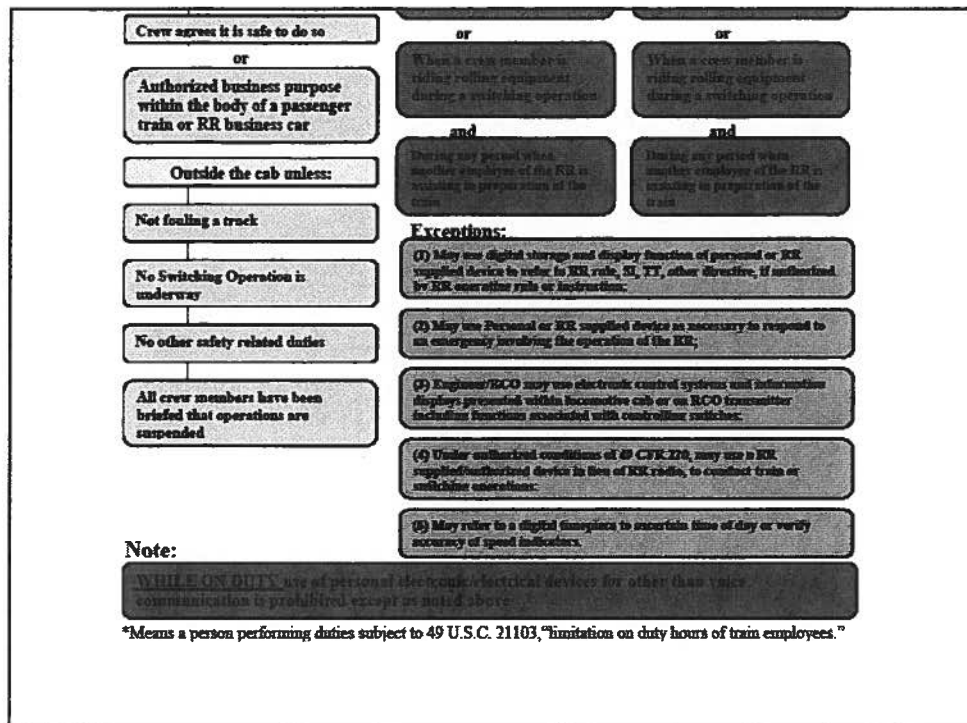
Federal Register October 7, 2008

“... FRA concluded that the Railroads’ enforcement of their operating rules governing cell phone use was sufficient to address the issue without the intrusiveness of Federal intervention.”

FRA Emergency Order #26

- **No personal cell phones or electronic devices with exceptions.**
- **Can only use railroad provided devices with exceptions.**
- **Engineer operating the train cannot use cell phones but the others in the cab can.**
- **Some railroads use cell phones in lieu of radios.**





Federal Railroad Administration (FRA)

Sleeping on the Job

Can a train crew sleep while in the cab of a locomotive?

- GCOR 1.11.1 Napping – Permitted for freight crews
 - Waiting for departure
 - Train is stopped waiting to met or passed by a train, waiting for track work, waiting for helper locomotive, or similar conditions.

GCOR 5.3.4 - Signal to Stop

How would the public stop at a train in an emergency?

"Any object waved violently by any person on or near the track is a signal to stop."

SANBAG

Transit Roles and Responsibilities

Authority

- **1975 JPA**
- **County Transportation Commission Act**
Public Utility Code, Division 12
- **Transportation Development Act (TDA)**
Government Code - Title 3, Division 3, Chapter 2, Article 11
- **Public Utilities Code, Chapter Division 10**
- **Social Service Transportation Improvement Act**
Part 13, Government Code
- **Highway Safety, Traffic Reduction, Air Quality, and Port Security Act of 2006**

SANBAG

Transit Roles and Responsibilities

1975 JPA

- Develop the overall transit system plan
- Coordinate transit schedules and routes between service areas
- Review transit claims for LTF Article 4
- Coordinate all transit planning and operational activities between service areas
- Prepare a unified system identity and marketing program
- Led to the formation of Omnitrans in 1976

SANBAG

Transit Roles and Responsibilities

County Transportation Commission Act

- Coordinate the operation of all public transportation services in the County and resolve disputes between operators.
- Approve all plans for design, construction and implementation of public mass transit systems.
- Designate the operator of any approved transit guideway system
- Form a joint powers entity with other commissions for commuter or urban rail serving two or more counties.
- May establish local transportation zones.
- Responsible for short-range capital and service planning.
- Responsible for developing long-range expenditure plan for voter approved transaction and use tax.
- Take all action necessary to obtain the maximum amount of Federal transit funds.

SANBAG

Transit Roles and Responsibilities

Transportation Development Act (TDA)

- Annually determine the amount of LTF for each claimant.
- Allocate LTF funds in accordance with the sequence provided by the TDA.
- Establish a social services transportation advisory council.
- Conduct unmet transit needs public hearing in areas where the LTF can be allocated for streets and roads.
- Annually identify, analyze and recommend potential productivity improvements.
- Prior to determining the allocation to an operator, review and evaluate efforts by the operator to implement productivity improvements.
- Designate entity to conduct triennial performance audits of operators to whom it allocates funds.

SANBAG

Transit Roles and Responsibilities

Transportation Development Act (TDA)

- Adopt criteria, rules and regulations for the allocation of Article 4.5 funds for community transit services and Consolidated Transportation Services Agency (CTSA).
- Adopt rules and regulations to provide for transfers between public transit services.
- Approve claims submitted for its approval.
- Create a state transit assistance fund and approve allocations to operators and claimants.
- Approve claims from cities, counties and transit districts for contract services.
- Annually adopt definitions of "unmet transit needs" and "reasonable to meet" and adopt resolution of formal finding.
- Designate CTSA - Consolidated Transportation Service Agency

SANBAG

Transit Roles and Responsibilities

Public Utilities Code (Division 10)

- Annually determine the amount to be allocated to each claimant.
- The fund shall be allocated by the designated transportation planning agency (SANBAG).
 - Administration Allocations
 - Planning and Programming
 - Pedestrian and Bicycle
 - Rail Passenger Service
 - Transit Development Board
 - Community Transit Service
 - Public Transportation
 - Miscellaneous Transportation Allocations (transit agencies contracting for service and cities and county for street purposes)

SANBAG

Transit Roles and Responsibilities

Public Utilities Code (Division 10)

- Provide for the establishment of a social services transportation advisory council.
- Each transportation planning agency (SANBAG) shall annually identify, analyze, and recommend potential productivity improvements, which could lower operating costs.
- The transportation planning agency (SANBAG) shall designate entities other than itself... to make a performance audit of its activities and the activities of each operator to whom it allocates funds.

SANBAG

Transit Roles and Responsibilities

Social Service Transportation Improvement Act

Designation of Consolidated Transportation Service Agency (CTSA)

**San Bernardino Associated Governments
Transit Roles and Responsibilities
Joint Powers Agreement (Amended 10/1975)**

The following are excerpts taken from the JPA that defines the purpose of agreement.

2. The purpose of this agreement is to improve and coordinate governmental services on a countywide, subregional and regional basis through the establishment of a cooperative association of governments. Included within this purpose is the development of a unified and coordinated subregional transit system. This cooperative association shall be known as the San Bernardino Associated Governments, hereafter also known as SANBAG. The San Bernardino Associated Governments shall perform all necessary functions to fulfill its purpose including, but not limited to, the following:

2(c) Serve as the subregional transit planning and coordinating agency and perform the following functions:

- I. Develop the overall transit system plan for the collective area of the association membership.
- II. Resolve inconsistencies and coordinate transit schedules and routings between service areas.
- III. Conduct system planning and provide technical planning assistance to each Transit Service Authority.
- IV. Review SB 325 Article 4 claims in accordance with SCAG procedures, provided such authority is delegated by SCAG.
- V. Plan transit priorities; coordinate, prepare, and submit applications for Federal, State, or other transit support funds which may become available.
- VI. Coordinate all transit planning and operational activities between area Transit Service Authorities, and with adjacent counties, and regional, State, and Federal agencies.
- VII. Prepare, and coordinate with the operating agencies, a unified system identity and comprehensive, integrated marketing program.

**San Bernardino Associated Governments
Transit Roles and Responsibilities
County Transportation Commission Act
Public Utilities Code, Division 12**

§130001(b) - Basic purpose of transportation policy should be to avoid undesirable duplication of transportation services, achieve the operation of a coordinated and integrated transportation system which will reduce automobile usage and dependency, reduce consumption of scarce resources and expensive energy fuels, and reduce the levels of automobile-related air pollution.

§130054 - The San Bernardino County Transportation Commission shall be the San Bernardino Associated Governments, consisting of the following members:

- (a) Five members of the San Bernardino County Board of Supervisors
- (b) The Mayor of the City of San Bernardino
- (c) One member from each of the other incorporated cities of San Bernardino County, who shall be a mayor or city councilman
- (d) One non-voting member appointed by the Governor

§130056 - The commission shall rely to the maximum extent possible on existing state, regional and local transportation planning and programming data and expertise, rather than on a large duplicative commission staff and set of plans.

The Legislature envisions the development of a small, but very capable, core staff able to provide the commissions with an objective analysis of the various options relative to plans and proposed projects of the regional and local transportation agencies and operators, and then translate those options into a short-range transportation improvement program to be developed and approved pursuant to subdivision (b) of Section 310303 in accordance with decisions made by the commissions.

§130057 - It is the intent of the Legislature that, after the development and approval of the short-range transportation improvement program pursuant to subdivision (b) of Section 130303, the transportation agencies responsible for the implementation of the program shall be granted discretion on how to best implement the program. Any changes made in the program by such agency in its implementation shall be consistent with the purpose of the program, and the commission shall be immediately notified of such change.

§130058 - It is the intent of the Legislature that, working through the multicounty designated transportation planning agency (SCAG), the four commissions be encouraged to develop joint powers agreements or other contractual arrangements between themselves in the development of transportation facilities or for the provision of

transportation service where the commissions feel such arrangements are in the public interest.

§130250 - The commission shall coordinate the operation of all public transportation services within the county ... and shall resolve all jurisdictional disputes between public transit operators.

§130252(a) - All plans proposed for the design, construction, and implementation of public mass transit systems or projects shall be submitted to the commission for approval.

§130254 - The commission shall designate the operator of any approved transit guideway system.

§130255(a) - If a commuter or urban rail system is proposed to serve two or more counties, the commissions in those counties shall form a joint powers entity

§130256 - The commission shall require that all planning for guideway and rapid transit systems be coordinated with the Department of Transportation and the multicounty designated transportation planning agency (SCAG).

§130257 - The commission shall retain final authority to decide those matters for which it is responsible by law pertaining to the planning, design, construction, and operation of any exclusive public mass transit guideway system or rapid transit system.

§130259 (a) the commissions may, in cooperation with the Department of Transportation, ... (SCAG), public transit operators, the county, and the cities involved, establish local transportation zones and adopt guidelines for their establishment and operation.

(c) the commission shall take into account... the geographic shape of proposed local transportation zones; economies of scale of transit systems, and established and projected subregional patterns of travel.

(d) The guidelines shall provide for a method of governing each local transportation zone;, shall authorize each board, under specific conditions, to provide transit services itself, through joint powers agreement or any other cooperative arrangement, or by contract with a public transit operator or a private common carrier.

§130252 - The commission shall require full cooperation and coordination between the regional operator, the municipal operators, and the local transportation zones in such matters as schedules, routes, and exchange of transfers.

§130300(c) ...it is in the public interest to define the roles of various public entities with respect to long-range system planning and short-range capital and service planning and programming processes.

§130301 - The multicounty designated transportation planning agency (SCAG) ... shall be responsible for long-range transportation system planning

§130303 -the commission shall be responsible for short-range capital and service planning directed to:

- (a) Determination, on an annual basis, of the total amount of funds that could be available to the commission for transportation planning and development.
- (b) Development and approval of a short-range three- to five-year transportation improvement program with an annual element reflecting all transportation capital and service priorities ... to be developed with all appropriate coordination and cooperation between the commission and state and local transportation agencies and operators. All projects utilizing federal and state highway and transit funds, and all exclusive public mass transit guideway projects no matter how funded, shall be included in a transportation improvement program adopted by the commission.
- (c) Coordination and approval of all public mass transit service within the jurisdiction of the commission and between the jurisdiction of other commissions or transit operators.
- (d) Determination or approval of the location and capacity of all capital development projects, including, but not limited to, exclusive public transit mass transit guideway systems,
- (e) Selection and specific approval of appropriate mass transit hardware and technology to be funded by the transportation improvement program.
- (f) Determination and approval of the staging and scheduling of construction and other development relative to all transportation improvement projects to be funded by the transportation improvement program.
- (g) Administration of the countywide program for expenditure of funds allocated pursuant to Chapter 4 (commencing with Section 99200) of Part 11 of Division 10 (Local Transportation Fund).

§130303.1 - the commission shall also be responsible, for developing long-range expenditure plans for transportation programs included in voter approved transaction and use tax measures (Measure I)

§130305 - The commission shall take all action necessary to obtain the maximum amount of funding available pursuant to Section 1602 of Title 49 of the United States Code (FTA grants). Public transit operators or other public agencies may only apply for such funds under such terms as prescribed by the commission. The commission may authorize the operator or agency ... to be responsible for the administration of its grant on the condition that the commission receives adequate and timely notice of all formal and other significant communications between the operator or agency and the federal government regarding the grant.

**San Bernardino Associated Governments
Transit Roles and Responsibilities
Transportation Development Act (TDA)
Government Code
Title 3, Division 3, Chapter 2, Article 11**

§29532.4 - for the purposes of Chapter 4 (commencing with Section 99200)
....."transportation planning agency" means the county transportation commission
created in the Counties of San Bernardino... ..

**San Bernardino Associated Governments
Transit Roles and Responsibilities
Public Utilities Code
Chapter 4, Division 10**

§99214(b) - “Transportation planning agency” ..., for purposes of this chapter, the county transportation commissions created in the Counties of ...San Bernardino ... pursuant to Division 12 (commencing with Section 130000).

§99230 - The designated transportation planning agency shall, from an analysis and evaluation of the total amount anticipated to be available in the local transportation fund and the relative needs of each claimant for the purposes of which the fund is intended, and consistent with the provisions of this chapter, annually determine the amount to be allocated to each claimant.

§99231 - All operators and city and county governments with responsibility for providing municipal services to a given area collectively may file claims for only those moneys that represent that area’s apportionment.

The term “apportionment” has reference to that proportion of the total annual revenue anticipated to be received in the fund that the population of the area bears to the total population of the county.

The term “area” means:(h) With reference to the County of San Bernardino, the area within the jurisdiction of the transit operator established by the joint exercise of powers of one or more cities, including the most populous city and the County of San Bernardino. The area within the jurisdiction of the transit operator shall be as it existed on January 1, 1985, as determined by the San Bernardino County Transportation Commission.

§99233 - Except as provided in Section 99233.11 (Stanislaus County), the fund shall be allocated by the designated transportation planning agency (SANBAG) for the purposes specified in Sections 99233.1 to 99233.9, inclusive, in the sequence provided in those sections.

§99233.1 – Administration Allocations (SANBAG)

§99233.2 – Planning and Programming (SANBAG and SCAG)

§99233.3 – Pedestrian and Bicycle (Cities, County and Transit Agencies)

§99233.4 – Rail Passenger Service (SANBAG on behalf of SCRRA)

§99233.5 – Transit Development Board

§99233.7 - Community Transit Service (Up to 5% for CTSA)

§99233.8 – Public Transportation

§99233.9 – Miscellaneous Transportation Allocations (transit agencies contracting for service and cities and county for street purposes)

§99238 - Each transportation planning agency (SANBAG) shall provide for the establishment of a social services transportation advisory council for each county ... which is not subject to the apportionment restriction established in Section 99232.

- (a) The social services transportation advisory council shall consist of the following members:
 - (1) One representative of potential users who is 60 years of age or older.
 - (2) One representative of potential transit users who is handicapped.
 - (3) Two representatives of the local social service providers for seniors, including one representative of a social service transportation provider, if one exists.
 - (4) Two representatives of local social service providers for the handicapped, including one representative of a social service transportation provider, if one exists.
 - (5) One representative of a local social service provider for persons of limited means.
 - (6) Two representatives from the local consolidated transportation service agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.
- (7) The transportation planning agency may appoint additional members in accordance with the procedure prescribe in subdivision (b).
 - (b) Members of the social services transportation advisory council shall be appointed by the transportation planning agency (SANBAG) which shall recruit candidates for appointment from a broad representation of social service and transit providers representing the elderly, the handicapped, and persons of limited means. In appointing council members, the transportation planning agency (SANBAG) shall strive to attain geographic and minority representation among council members. Of the initial appointments to the council, one-third of them shall be for a one-year term, one third shall be for a two-year term, and one-third shall be for a three years. Subsequent to the initial appointment, the term of appointment shall be for three years, which may be renewed for an additional three-year term. The transportation planning agency (SANBAG) may, at its discretion, delegate its responsibilities for appointment pursuant to this subdivision to the board of supervisors.
- (c) The social services transportation advisory council shall have the following responsibilities:
 - (1) Annually participate in the identification of transit needs in the jurisdiction, including unmet transit needs that may exist within the jurisdiction of the council and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing service.
 - (2) Annually review and recommend action by the transportation planning agency (SANBAG) for the area within the jurisdiction of the council, which finds, by resolution, that (A) there are no unmet transit needs,

(B) there are no unmet transit needs that are reasonable to meet, or (C) there are unmet transit needs, including needs that are reasonable to meet.

(3) Advise the transportation planning agency (SANBAG) on any other major transit issues, including the coordination and consolidation of specialized transportation services.

§99238.5 (a) The transportation planning agency (SANBAG) shall ensure the establishment and implementation of a citizen's participation process appropriate for each county...utilizing the social services transportation advisory council as a mechanism to solicit the input of transit dependent and transit disadvantaged persons, including the elderly, handicapped, and persons of limited means. The process shall include provisions for at least one public hearing in the jurisdiction represented by the social services transportation advisory council. ...

(b) In addition to the public hearings, the transportation planning agency (SANBAG) shall consider other methods of obtaining public feedback on public transportation needs. Those methods may include, but are not limited to, teleconferencing, questionnaires, telecanvassing, and electronic mail.

§99244 - Each transportation planning agency (SANBAG) shall annually identify, analyze, and recommend potential productivity improvements, which could lower operating costs ...

The recommendations for improvements and productivity shall include, but not be limited to, those recommendations ... made in the performance audit ...

A committee for the purposes of providing advice on productivity improvements may be formed by the responsible agency (SANBAG). The membership of this committee shall consist of representatives from the management of the operators, organizations of employees of the operators, and users of the transportation services of the operators ...

Prior to determining the allocation to an operator for the next fiscal year, the responsible agency (SANBAG) shall review and evaluate the efforts made by the operator to implement such recommended improvements. (If such a determination is not made, the allocation of funds will be limited to the amount received in the current year.)

§99245 - ...the county transportation commission shall be responsible to ensure that all claimants to whom it directs the allocation of funds ...shall submit to it an annual certified fiscal audit....

§99246 - The transportation planning agency (SANBAG) shall designate entities other than itself... to make a performance audit of its activities and the activities of each operator to whom it allocates funds.

Article 4.5

§99275 - Claims may be filed with the transportation planning agency (SANBAG) by claimants for community transit services, including such services for those, such as the disabled, who cannot use conventional transit services (CTSA).

§99275.5 (b) The transportation planning agency (SANBAG) shall adopt criteria, rules and regulations for the evaluation of claims under this article and the determination of the cost effectiveness of the proposed community transit services to be provided ...

(c) Prior to approving a claim filed under this article, the transportation planning agency (SANBAG) shall make all of the following findings:

(1) That the proposed community transit service is responding to a transportation need currently not being met in the community of the claimant.

(2) That the service shall be integrated with existing transit services, if appropriate.

(3) That the claimant has prepared an estimate of revenues, operating costs, and patronage.

(4) That the claimant is in compliance with Sections 99268.3, 99268.4, 99268.5, or 99268.9, (operating ratios) whichever is applicable to it, or with the regional, countywide, or county sub-area performance criteria, local match requirements or fare recovery ratios adopted by resolution of the ...county transportation commission (SANBAG) for any or all types of community transit services.

(A) In adopting the performance criteria, local match requirements, or fare recovery ratios, the county transportation commission (SANBAG) may adopt the criteria of Section 99268.3, 99268.4, 99268.5, or 99268.9, or any other combination or all of them.

(B) If a ... county transportation commission (SANBAG) has adopted performance criteria, local match requirements, or fare recovery ratios, the rules and regulations of the ...commission apply, and Sections 99205.7 and 99241, subdivision (a) of Section 99247, and Section 99268.8 do not apply.

(5) That the claimant is in compliance with Sections 99155 (reduced fares for elderly and disabled individuals) and 99155.5 (provision of ADA complementary paratransit).

(d) A ...county transportation commission (SANBAG) shall allocate no funds to a claimant not in compliance with Sections 99155 and 99155.5.

§99282.5 - Where there are two or more operators within its area of jurisdiction, ..., the county transportation commission (SANBAG), ...m shall adopt, not later than July 1, 1980, rules and regulations to provide for transfers between the public transportation services of the operators so that such services are coordinated.

§99285.2(a) -Any county transportation commission (SANBAG) ...may adopt a resolution electing to approve the proposals to be funded and shall approve only those claims submitted for its approval.

Article 6.5

§99313 - From funds made available pursuant to subdivision (c) of Section 99312 (State Transit Assistance) an amount shall be allocated by the Controller to each ... county transportation commission (SANBAG)... based on the ratio of population of the area under its jurisdiction to the total population of the state.

§99313.3 - The amount received by each ... county transportation commission... Pursuant to Sections 99313 and 99314, shall be allocated for public transportation purposes, including community transit services.

§99313.6(a) - ..., each ... and county transportation commission (SANBAG) ... shall create a state transit assistance fund and deposit therein the funds allocated to it pursuant to Sections 99313 (population) and 99314 (operator) for allocations to operators, and to claimants ...

§99313.7 - A public agency authorized to file claims with the transportation planning agency (SANBAG) and expend funds pursuant to Section ... 99234.9 may also file claims, receive allocations, and expend state transit assistance funds made available pursuant to Sections 99313 and 99314.

§99314(a) -an amount shall be allocated by the Controller to each... county transportation commission (SANBAG)...

The allocation shall include an amount corresponding to each of the member agencies of theSouthern California Regional Rail Authority. The amount of funds allocated shall be based on the ratio of the total revenue of all the operators and the member agencies of the ...Southern California Regional Rail Authority in the area under their respective jurisdictions during the prior fiscal year to the total of all the operators in the state and the member agencies of the ... Southern California Regional Rail Authority during the prior fiscal year.

§99314.3(a) - The amount received by each ... county transportation commission (SANBAG) ... pursuant to Section 99314 shall be allocated to the operators in the area of its jurisdiction.

Article 7

§99320.5 - If the transportation planning agency (SANBAG) determines that the cost of an approved claim for capital expenditures for public transportation purposes, excluding highways, within a county is, together with all other approved claims to be paid from the local transportation fund of such county, in excess of the money in such fund for the

fiscal year, the board of supervisors of such county shall be notified to call an election in conformity with the provisions of this article.

§99325 - The bonds shall be sold as the transportation planning agency (SANBAG) shall determine but for not less than a price which will produce a net interest cost that will not exceed an average of 7 percent a year as determined by standard tables of bond values.

§99339 - In the resolution authorizing the bonds, the board of supervisors may, with the consent of the transportation planning agency (SANBAG), insert any of the provisions authorized by this article, which shall become a part of the contract with the bondholders.

§99340 - The transportation planning agency (SANBAG) may provide for limitations on:

- (a) The purpose to which the proceeds of sale of any issue of bonds may be applied.
- (b) The issuance of additional bonds for the same purpose and the lien of additional bonds.

§99341 - The transportation planning agency (SANBAG) may provide for events of default and terms upon which the bonds may be declared due before maturity and the terms upon which the declaration and its consequences may be waived.

§99342 - The transportation planning agency (SANBAG) may provide for the right, liabilities, powers, and duties arising upon the county's breach of any covenants, conditions, or obligations.

§99343 - The transportation planning agency (SANBAG) may provide for the vesting in a trustee of the right to enforce covenants to secure payment of or in relations to the bonds, and the trustee's powers and duties and the limitation of his liabilities.

§99344 - The transportation planning agency (SANBAG) may provide for the terms upon which the bondholders or any percentage of them may be enforce covenants or duties imposed by this article.

§99345 - The transportation planning agency (SANBAG) may require the board of supervisors to provide in the resolution for a procedure for amending or abrogating the terms of the resolution with the consent of the holders of a specific number of the bonds.

§99348 - The transportation planning agency (SANBAG) may provide for any other acts and things necessary, convenient or desirable to secure the bonds or tending to make them more marketable.

§99383 - If any proposition is defeated, the transportation planning agency (SANBAG) shall reconsider the application pertaining thereto. Another election on a substantially similar proposition shall not be called within the county pursuant to this article within six months after the prior election.

Article 8

§99400 - Claims may be filed under this article with the transportation planning agency (SANBAG) by counties and cities for the following purposes and by transit districts for the purposes specified in subdivisions (c) to (e) inclusive:

- (a) Local streets and roads, and projects, which are provided for the use by pedestrians and bicycles.
- (b) Passenger rail service operations and capital improvements.
- (c) Payment to an entity, which is under contract with a county, city, or transit district for public transportation or for transportation services for any group, as determined by the transportation planning agency (SANBAG), requiring special transportation assistance.

If the county, city, or transit district is being served by an operator, the contract entered into by the county, city, or transit shall specify the level of service to be provided, the operating plan to implement that service, and how that service is to be coordinated with the public transportation serviced provided by the operator. Prior to approving any claim filed under this section, ... the county transportation commission (SANBAG) ... shall make a finding that the transportation services contracted for under subdivision (c) are responding to a transportation need not otherwise being met within the community or jurisdiction of the claimant and that, where appropriate, the services are coordinated with the existing transportation service.

- (d) Payments to counties, cities, and transit districts for their administration and planning costs with respect to transportation services under subdivision (c).
- (e) ..., a claimant for funds pursuant to subdivision (c) may also receive payments for capital expenditures to acquire vehicles and related equipment, bus shelters, bus benches, and communication equipment for the transportation service.

§99400.5 - ...a county or a city in a county in which there is no countywide transit district may file a claim under this article with the transportation planning agency (SANBAG) to finance the construction and maintenance of multimodal transportation terminals.

§99401(a) The transportation planning agency (SANBAG) shall adopt rules and regulations delineating procedures for the submission of claims under Section 99234 (bicycle and pedestrian) and subdivision (a) of Section 99400 (streets and roads) and stating criteria by which the will be analyzed and evaluated. Such rules and regulations shall provide for orderly and periodic distribution of moneys.

- (b) The criteria applicable to analyzing and evaluating claims for non-motorized transportation facilities shall be the general design criteria for such facilities established pursuant to Section 156.4 of the Streets and Highways Code.
- (c) To the extent necessary to perform its duties under this article, the transportation planning agency (SANBAG) shall have full access to the books, records, and accounts of the claimant cities and counties.

§99401.5 - Prior to making any allocation not directly related to public transportation services, specialized transportation services, or facilities provide for the exclusive use of pedestrians and bicycles, the transportation planning agency (SANBAG) shall annually do all of the following:

- (a) Consult with the social services transportation advisory council established pursuant to Section 99238.
- (b) Identify the transit needs of the jurisdiction which have been considered as part of the transportation planning process, including the following:
 - (1) An annual assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including, but not limited to, the elderly, the handicapped, including individuals eligible for paratransit and other special transportation services, and persons of limited means, including, but not limited to the CalWORKS program.
 - (2) An analysis of the adequacy of existing public transportation services and specialized transportation services, including privately and publicly provided services necessary to implement the plan prepare pursuant to Section 12143(c)(7) of Title 42 of the United States Code (ADA Plan), in meeting the transit demand identified pursuant to paragraph (1).
 - (3) An analysis of the potential alternative public transportation and specialized transportation services and service improvements that would meet all or part of the transit demand.
- (c) Identify the unmet transit needs of the jurisdiction and those needs that are reasonable to meet. The transportation planning agency (SANBAG) shall hold at least one public hearing pursuant to Section 99238.5 for the purpose of soliciting comments on the unmet transit needs that might be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services. The definition adopted by the transportation planning agency (SANBAG) for the terms "unmet transit needs" and "reasonable to meet" shall be documented by resolution or in the minutes of the agency. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet. An agency's determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads.
- (d) Adopt by resolution a finding for the jurisdiction after consideration of all available information compiled pursuant to subdivision (a), (b), and (c). The finding shall be that (1) there are no unmet transit needs, (2) there are no unmet transit that are reasonable to meet, or (3) there are unmet transit needs, including needs that are reasonable to meet. The resolution shall

include information developed pursuant to subdivisions (a), (b), and (c) which provides the basis for the finding.

- (e) If the transportation planning agency (SANBAG) adopts a finding that there are unmet transit needs, including needs that are reasonable to meet, then the unmet transit needs shall be funded before any allocation is made for streets and roads within the jurisdiction.

§99401.6 - Upon adoption of a finding... the transportation planning agency (SANBAG) may allocate funds for local streets and roads. The allocation shall not become effective until 20 days after acknowledgement of receipt by the Department of Transportation of documents of the agency's adopted finding. The transportation planning agency (SANBAG) shall, in any case, submit the documentation before August 15 of the fiscal year of the allocation or within 10 days after the adoption of the finding, whichever is later.

§99405(c) - The 50-percent limitation shall not apply to the allocation to a city, county, or transit district for services under contract pursuant to subdivision (c) or (d) of Section 99400. The city, county, or transit district shall be subject to Section 99238.3, 99268.4, 99268.5, or 99268.9 (operating ratio), as the case may be, and be deemed an operator for purposes of those sections, or shall be subject to regional, countywide, or county sub-area performance criteria, local match requirements, or fare recovery ratios adopted by resolution of the county transportation commission (SANBAG).

- (1) In adopting the performance criteria, local match requirements, or fare recovery ratios, the county transportation commission (SANBAG) may adopt the criteria of Section 99268.3, 99268.4, 99268.5, or 99268.9, or any combination or all of them.
- (2) If acounty transportation commission has adopted performance criteria, local match requirements, or fare recovery ratios, the rules and regulations of the agency or commission shall apply ...

**San Bernardino Associated Governments
Transit Roles and Responsibilities
Social Service Transportation Improvement Act
Part 13, Government Code**

§15975 - Upon completion of the report required pursuant to Section 15973 ... the county transportation commission (SANBAG) shall prepare, adopt, and submit an action plan to the Director of Transportation, not later than December 31, 1981, that describes in detail the steps required to accomplish the consolidation of social service transportation services. The action plan shall substantiate that one or more of the benefits indicated in Sections 15951 and 15952 are feasible for the services in a given geographic area. The action plan shall include, but not be limited to, the following:

- (a) The designation of consolidated service agencies within the geographic area of the jurisdiction of the ... county transportation commission. The action plan may designate more than a single agency or multiple agencies as consolidated transportation service agencies, if improved coordination of all services is demonstrated within the geographic area.

**San Bernardino Associated Governments
Transit Roles and Responsibilities
Highway Safety, Traffic Reduction, Air Quality, and Port
Security Act of 2006
Division 1 of Title 2 of the Government Code Chapter 12.491**

§8879.23(f)(3) - Of the funds remaining (\$3.6 billion) after the allocations in paragraph (2), 50 percent shall be distributed to the Controller, for allocation to eligible agencies (SANBAG) using the formula in Section 99314 of the Public Utilities Code (population), and 50 percent shall be distributed to the Controller, for allocation to eligible agencies using the formula in Section 99313 of the Public Utilities Code (operator), subject to the provisions governing funds allocated under those sections.

Article 5 PTMISEA

§8879.55 For funds appropriated for fiscal year 2009-2010 or any subsequent fiscal year in the annual Budget Act from the ... (PTMISEA), established pursuant to Paragraph (1) of subdivision (f) of Section 8897.23, for purposes of paragraph (3) of that subdivision, the following shall apply:

(a)(1) Upon appropriation of funds from PTMISEA, the Controller shall identify and develop a list of eligible project sponsors, as defined in paragraph (2) of subdivision (h), and the amount each is eligible to receive pursuant to the formula in paragraph (3) of subdivision (f) of Section 8879.23. Funds allocated to project sponsors pursuant to this section shall provide each project sponsor with the same proportional share of funds as the proportional share of funds as the proportional share each received from the allocation of State Transit Assistance funds, pursuant to Sections 99313 (population) and 99314 (operator) of the Public Utilities Code, over fiscal years 2004-2005, 2005-2006, and 2006-2007. This formula shall apply to the remaining balance of funds in the PTMISEA program.

§8879.55(h)(2) - "Project sponsor" means a transit operator, including a rail transit, commuter rail, bus or waterborne transit operator, eligible to receive an allocation of funds under the State Transit Assistance program pursuant to Sections 99314 and 99314.3 of the Public Utilities Code (operator), or a local agency, including ... county transportation commission (SANBAG), ... eligible to receive an allocation of funds under the State Transit Assistance program pursuant to Section 99313 of the Public Utilities Code (population).

Minute Action

AGENDA ITEM: 16

Date: December 2, 2009

Subject: Memorandums of Understanding (MOUs) for the substitution of State Transit Assistance (STA) for Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA) and California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF).

Recommendation:*

1. Approve MOU C10135 with Omnitrans in the amount of \$6,950,690.
2. Approve MOU C10136 with the Victor Valley Transit Authority (VVTa) in the amount of \$1,328,648.
3. Approve MOU C10137 with the Morongo Basin Transit Authority (MBTA) in the amount of \$255,079.
4. Approve amendment to Task Budget 5071000 increasing the budget authority amount by \$8,534,417 for a new total of \$9,418,827 as identified in the Financial Impact Section.

Background: Prior to the development of the transit agencies' annual operating and capital budget, usually in December or early January, SANBAG provides an estimate of the various revenue sources that are anticipated for the upcoming budget year. For the Fiscal Year 2009/2010 forecast, SANBAG acknowledged the loss of STA that was ultimately approved in the State budget. However, similar to the prior fiscal year raid on STA, we anticipated that the State would include provisions for

*

Approved
Board of Directors

Date: _____

Moved:

Second:

In Favor:

Opposed:

Abstained:

Witnessed: _____

BRD0912a-maa
50710000
Attachments:
C10135-mab
C10136-mab
C10137-mab

issuing bonds under the Proposition 1B PTMISEA in an amount close to what the STA amount would have been and a continuation of the annual issuance of bonds under the CTSGP-CTAF. Four of the six county transit systems incorporated our estimates of PTMISEA and CTSGP-CTAF into their current year capital budgets or submitted applications for Cycle 3 (Fiscal Year 2009/2010) funding. It now appears as though the State may not be issuing bonds for either program this year and may have difficulty issuing bonds for the remaining PTMISEA Cycle 2 (Fiscal Year 2008/2009) projects. Without the Proposition 1B funds, the transit agencies would have to forgo not only the delivery of capital projects in their budget, but also applying for the federal transit formula funds due to the inability to provide a local match or default on procurements already under contract. Collectively, the four transit agencies have budgeted \$8.8 million in PTMISEA and/or CTSGP-CTAF for capital projects.

Over the past several years, SANBAG has withheld the allocation of some of the STA population apportionment to the San Bernardino Valley in order to accumulate funds for the Redlands passenger rail project. Currently the STA fund has an adequate unrestricted fund balance to allow approximately \$8.5 million in STA revenue to replace the PTMISEA and CTSGP-CTAF in the transit agencies' budgets.

Each MOU is structured in a manner that will allow SANBAG to retain future population based apportionments of PTMISEA and CTSGP-CTAF to offset the nearly \$8.5 million in STA, plus interest, that would be allocated to the transit agencies this year. Proposition 1B provides for funding in the amount of \$3.6 billion and \$60 million in PTMISEA and CTSGP-CTAF programs respectively. Both programs apportion the funds by the same formula to specific eligible transit operators and to regional transportation agencies (SANBAG). For San Bernardino County almost 84% of the funds available in any given year are apportioned based on population and SANBAG has the discretion to determine how those funds are distributed. To date the State has provided funding over Fiscal Years 2007/2008 and 2008/2009. In Fiscal Year 2008/2009 the amount apportioned to SANBAG was \$8.99 million and \$1.59 million in PTMISEA and CTSGP-CTAF respectively. Our approach to the distribution of the funds apportioned to SANBAG is that each transit agency would have the opportunity to receive its share, if needed for capital projects, based on their service area population. In the future, SANBAG would withhold the amount that would be

available to each of the three operators executing the MOU until such time as we have recovered the amount of STA that is being provided.

Financial Impact: This item is not consistent with the adopted budget. An amendment to increase the new budget authority of Task 50710000 – State Transit Assistance Fund by \$8,534,417 for a new total of \$9,418,827 is required. The increase in funding is being provided from the unrestricted balance that is available in the STA fund.

Reviewed By: This item was reviewed by the Commuter Rail and Transit Committee on November 19, 2009 and unanimously recommended for approval.

Responsible Staff: Mitch Alderman, Director of Transit and Rail Programs

SANBAG Contract No. **C10135**

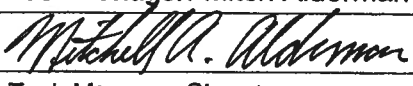

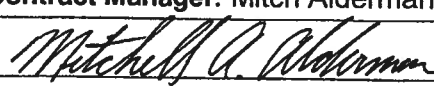
by and between

San Bernardino Associated Governments and Omnitrans

for the exchange of State Transit Assistance for Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) and California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF)

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable	Vendor Contract # _____	Retention:	<input checked="" type="checkbox"/> Original			
<input type="checkbox"/> Receivable	Vendor ID _____	<input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input type="checkbox"/> Amendment			
Notes: Transaction will be between the STA Fund and future population apportionments of PTMISEA and CTSGP-CTAF						
Original Contract: \$ <u>6,950,690</u>		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
		Contingency / Allowance Total: \$ _____				
Contingency / Allowance Amount \$ _____		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ 6,950,690
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
0507	776	774	5902122505	_____	STA	\$ 6,950,690
Original Board Approved Contract Date: <u>12/2/09</u>				Contract Start: <u>12/2/09</u>		Contract End: <u>Open</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>2009/10</u> \$ <u>6,950,690</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.).						
<input checked="" type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Federal Funds
	<input type="checkbox"/> State/Local Funds
	<input type="checkbox"/> Underutilized DBE (UDBE)

Task Manager: Mitch Alderman  Task Manager Signature  Chief Financial Officer Signature	Contract Manager: Mitch Alderman  Contract Manager Signature Date <u>11/10/09</u> Date <u>11/23/09</u>
--	---

MEMORANDUM OF UNDERSTANDING

C10135

between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

OMNITRANS

This Memorandum of Understanding (MOU) is entered into this 2nd day of December, 2009, by and between the San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission, and Omnitrans, a joint powers agency providing public transportation in the San Bernardino Valley, to enable the allocation of State Transit Assistance (STA) funds for capital projects included in the Omnitrans Fiscal Year 2009/2010 adopted budget in exchange for future apportionments of Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA) and California Transit Security Grant Program – California Transit Assistance Fund (CTSGP-CTAF).

WHEREAS, based upon preliminary fund estimates provided by SANBAG, the Omnitrans Fiscal Year 2009/2010 adopted capital budget included an expectation of receiving \$5,632,378 and \$1,318,312 from the State of California in PTMISEA and CTSGP-CTAF revenues respectively; and

WHEREAS, the receipt of PTMISEA and CTSGP-CTAF revenue would be used to provide the local match for federal transit formula funds (FTA Section 5307); and

WHEREAS, the adopted Fiscal Year 2009/2010 State of California Budget does include a provision for issuing bonds under the PTMISEA program, but with its current financial problems, the State will have difficulty selling bonds; and

WHEREAS, SANBAG has determined that there are, within the unrestricted balance of the local STA fund, sufficient revenues to replace the expected amounts from the PTMISEA and CTSGP-CTAF for Fiscal Year 2009/2010 in exchange for future population-based apportionments of PTMISEA and CTSGP-CTAF.

NOW THEREFORE, SANBAG and Omnitrans agree as follows:

1. Upon approval of this MOU and the receipt of a revised Transportation Development Act Transit Claim from Omnitrans, SANBAG shall issue an STA allocation instruction in

the amount of \$6,950,690 for capital projects contained in the adopted Omnitrans Fiscal Year 2009/2010 capital budget as identified in Attachment A.

2. As a condition of the receipt of STA funds, Omnitrans agrees to forego future allocations from the population-based apportionment of PTMISEA and CTSGP-CTAF program funds until such time as SANBAG recovers an amount equal to the amount of STA funds allocated plus interest at the rate of interest earned by the County of San Bernardino Treasury pooled investments, calculated quarterly. SANBAG may, in its sole discretion, allow for a partial allocation of future population-based apportionments of PTMISEA and CTSGP-CTAF prior to obtaining the full recovery if necessary.

3. In the event of any dispute hereunder, each party to this MOU shall bear its own attorney's fees and cost regardless of who prevails in the outcome of the dispute.

4. This MOU constitutes an agreement expressing the understanding of the parties concerning the subject matter of this agreement, and it supersedes all prior understandings, whether oral or written, express or implied.

5. When executed, each counterpart shall be deemed as original irrespective of the date of execution and shall together constitute one and the same MOU.

IN WITNESS THEREOF, the authorized parties have signed below:

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

OMNITRANS

Paul M. Eaton
President

Penny Lilburn
Chair

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

C10135

Attachment A

Transit System	FY 2009/10 PTMISEA	FY 2009/10 CTSGP CTAF	Total
Omnitrans			
Lease - Relief Cars	\$40,223		
Kronos Update	\$3,635		
Lift Truck	\$8,938		
Parts Truck	\$11,603		
Computer Hardware	\$112,624		
Major Software Applications	\$158,657		
Software Licensing & Upgrades	\$40,223		
Network Infrastructure	\$4,469		
Transit Enhancements	\$36,441		
Stops & Zones	\$5,363		
Transit Security Projects		\$1,318,312	
Bus Replacement	\$1,461,321		
EV Building Painting	\$5,587		
EV Parking Lot Maintenance	\$7,137		
EV/WV Methane Detection	\$16,000		
WV Yard Pavement Maintenance	\$8,118		
WV Hoist	\$5,587		
WV Interior Painting	\$27,933		
WV Building Automation	\$8,326		
WV Fuel Island Roof Repair	\$8,122		
Warehouse Racking	\$6,704		
I Street Facility	\$2,584		
LCNG Station Upgrade	\$16,760		
sbX	\$3,636,023		
Total	\$5,632,378	\$1,318,312	\$6,950,690

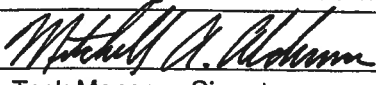
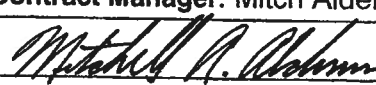
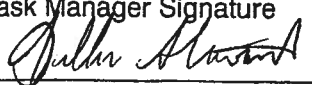
SANBAG Contract No. C10136

by and between

San Bernardino Associated Governments and Victor Valley Transit Authority
for the exchange of State Transit Assistance for Proposition 1B Public Transportation
Modernization, Improvement and Service Enhancement Account (PTMISEA)

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes: Transaction will be between the STA Fund and future population apportionments of PTMISEA						
Original Contract: \$ <u>1,328,648</u>		Previous Amendments \$ _____				
		Previous Amendments \$ _____				
Contingency / Allowance Amount \$ _____		Contingency / Allowance Total: \$ _____				
		Current Amendment: \$ _____				
		Current Amendment Contingency / Allowance: \$ _____				
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>1,328,648</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure.						
▼ Include funding allocation for the original contract or the amendment						
Main Task/ Project	Level 1	Level 2	Cost Code/ Object	Grant ID/ Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
0507	776	775	5902122506		STA	\$ <u>1,328,648</u>
Original Board Approved Contract Date: <u>12/2/09</u>				Contract Start: <u>12/2/09</u>		Contract End: <u>Open</u>
New Amend. Approval (Board) Date: _____				Amend. Start: _____		Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>2009/10</u> \$ <u>1,328,648</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.).						
<input checked="" type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes:	
<input checked="" type="checkbox"/> Intergovernmental	<input type="checkbox"/> Private
<input type="checkbox"/> Disadvantaged Business Enterprise (DBE)	<input type="checkbox"/> Underutilized DBE (UDBE)
<input type="checkbox"/> Federal Funds	<input type="checkbox"/> State/Local Funds

Task Manager: Mitch Alderman	Contract Manager: Mitch Alderman
 Task Manager Signature	 Contract Manager Signature
<u>11/18/09</u> Date	<u>11/18/09</u> Date
 Chief Financial Officer Signature	<u>11/20/09</u> Date

MEMORANDUM OF UNDERSTANDING

C10136

between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

VICTOR VALLEY TRANSIT AUTHORITY

This Memorandum of Understanding (MOU) is entered into this 2nd day of December, 2009, by and between the San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission, and Victor Valley Transit Authority (VVTA), a joint powers agency providing public transportation in the Victor Valley, to enable the allocation of State Transit Assistance (STA) funds for capital projects included in the VVTA Fiscal Year 2009/2010 adopted budget in exchange for future apportionments of Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

WHEREAS, based upon preliminary fund estimates provided by SANBAG, the VVTA Fiscal Year 2009/2010 adopted capital budget included an expectation of receiving \$1,328,648 from the State of California in PTMISEA revenues; and

WHEREAS, the receipt of PTMISEA revenue would be used to provide the local match for federal transit formula and other local funds (FTA Section 5307); and

WHEREAS, the adopted Fiscal Year 2009/2010 State of California Budget does include a provision for issuing bonds under the PTMISEA program, but with its current financial problems, the State will have difficulty selling bonds; and

WHEREAS, SANBAG has determined that there are, within the unrestricted balance of the local STA fund, sufficient revenues to replace the expected amounts from the PTMISEA for Fiscal Year 2009/2010 in exchange for future population-based apportionments of PTMISEA.

NOW THEREFORE, SANBAG and VVTA agree as follows:

1. Upon approval of this MOU and the receipt of a revised Transportation Development Act Transit Claim from VVTA, SANBAG shall issue an STA allocation instruction in the amount of \$1,328,648 for capital projects contained in the adopted VVTA Fiscal Year 2009/2010 capital budget as identified in Attachment A.

2. As a condition of the receipt of STA funds, VVTA agrees to forego future allocations from the population-based apportionment of PTMISEA program funds until such time as SANBAG recovers an amount equal to the amount of STA funds allocated plus interest at the rate of interest earned by the County of San Bernardino Treasury pooled investments, calculated quarterly. SANBAG may, in its sole discretion, allow for a partial allocation of future population-based apportionments of PTMISEA prior to obtaining the full recovery if necessary.

3. In the event of any dispute hereunder, each party to this MOU shall bear its own attorney's fees and cost regardless of who prevails in the outcome of the dispute.

4. This MOU constitutes an agreement expressing the understanding of the parties concerning the subject matter of this agreement, and it supersedes all prior understandings, whether oral or written, express or implied.

5. When executed, each counterpart shall be deemed as original irrespective of the date of execution and shall together constitute one and the same MOU.

IN WITNESS THEREOF, the authorized parties have signed below:

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**VICTOR VALLEY
TRANSIT AUTHORITY**

Paul M. Eaton
President

Chair

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

C10136

Attachment A

Transit System	FY 2009/10 PTMISEA	FY 2009/10 CTSGP CTAF	Total
Victor Valley Transit Authority			
Bus Replacement	\$600,000		
Bus Stop Improvements	\$48,648		
Paratransit Replacement Vehicles	\$680,000		
Total	\$1,328,648	\$0	\$1,328,648

SANBAG Contract No. C10137

by and between

San Bernardino Associated Governments and Morongo Basin Transit Authority
for the exchange of State Transit Assistance for Proposition 1B Public Transportation
Modernization, Improvement and Service Enhancement Account (PTMISEA)

FOR ACCOUNTING PURPOSES ONLY						
<input checked="" type="checkbox"/> Payable <input type="checkbox"/> Receivable	Vendor Contract # _____ Vendor ID _____	Retention: <input type="checkbox"/> Yes _____ % <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment			
Notes: Transaction will be between the STA Fund and future population apportionments of PTMISEA						
Original Contract: \$ <u>255,079</u>		Previous Amendments \$ _____ Previous Amendments \$ _____ Contingency / Allowance Total: \$ _____ Current Amendment: \$ _____ Current Amendment Contingency / Allowance: \$ _____				
Contingency / Allowance Amount \$ _____						
Contingency Amount requires specific authorization by Task Manager prior to release.						
Contract TOTAL ►						\$ <u>255,079</u>
* Funding sources remain as stated on this document unless and until amended by proper authority. Funding sources are those which are ultimately responsible for the expenditure. ▼ Include funding allocation for the original contract or the amendment						
Main Task/Project	Level 1	Level 2	Cost Code/Object	Grant ID/Supplement	Funding Sources/ Fund Type (Measure I, STP, CMAQ, etc.)	Amounts for Contract Total or Current Amndmnt Amt
0507	776	772	5902122501		STA	\$ <u>255,079</u>
						\$ _____
Original Board Approved Contract Date:				<u>12/2/09</u>	Contract Start: <u>12/2/09</u>	Contract End: <u>Open</u>
New Amend. Approval (Board) Date:				_____	Amend. Start: _____	Amend. End: _____
Allocate the Total Contract Amount or Current Amendment amount between Approved Budget Authority in the current year and Future Fiscal Year(s) Unbudgeted Obligation .						
Approved Budget Authority ►		Fiscal Year: <u>2009/10</u> \$ <u>255,079</u>		Future Fiscal Year(s) – Unbudgeted Obligation ►		\$ _____
<input type="checkbox"/> Budget authority for this contract currently exists in Task No. _____ (C-Task may be used here.). <input checked="" type="checkbox"/> A budget amendment is required. A Budget Amendment Request is attached.						

CONTRACT MANAGEMENT	
Check all applicable boxes: <input checked="" type="checkbox"/> Intergovernmental <input type="checkbox"/> Private <input type="checkbox"/> Federal Funds <input type="checkbox"/> State/Local Funds <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Underutilized DBE (UDBE)	

Task Manager: Mitch Alderman Task Manager Signature Date: <u>11/10/09</u>	Contract Manager: Mitch Alderman Contract Manager Signature Date: <u>11/10/09</u>
 Chief Financial Officer Signature Date: <u>11/23/09</u>	

MEMORANDUM OF UNDERSTANDING

C10137

between

SAN BERNARDINO ASSOCIATED GOVERNMENTS

and

MORONGO BASIN TRANSIT AUTHORITY

This Memorandum of Understanding (MOU) is entered into this 2nd day of December, 2009, by and between the San Bernardino Associated Governments (SANBAG), acting as the San Bernardino County Transportation Commission, and Morongo Basin Transit Authority (MBTA), a joint powers agency providing public transportation in the Morongo Basin, to enable the allocation of State Transit Assistance (STA) funds for certain capital projects included in the MBTA Fiscal Years 2008/2009 2009/2010 adopted budgets in exchange for future apportionments of Proposition 1B Public Transportation Modernization, Improvement and Service Enhancement Account (PTMISEA).

WHEREAS, based upon preliminary fund estimates provided by SANBAG, the MBTA Fiscal Years 2008/2009 and 2009/2010 adopted capital budgets included an expectation of receiving \$255,079 from the State of California in PTMISEA revenues; and

WHEREAS, the receipt of PTMISEA revenue would be used to procure paratransit vehicles and an emergency generator; and

WHEREAS, the adopted Fiscal Year 2009/2010 State of California Budget does include a provision for issuing bonds under the PTMISEA program, but with its current financial problems, the State will have difficulty selling bonds; and

WHEREAS, SANBAG has determined that there are, within the unrestricted balance of the local STA fund, sufficient revenues to replace the expected amounts from the PTMISEA for Fiscal Years 2008/2009 and 2009/2010 as shown in Attachment A in exchange for future population-based apportionments of PTMISEA.

NOW THEREFORE, SANBAG and MBTA agree as follows:

1. Upon approval of this MOU and the receipt of a revised Transportation Development Act Transit Claim from MBTA, SANBAG shall issue an STA allocation instruction in

the amount of \$255,079 for the capital projects contained in the adopted MBTA Fiscal Years 2008/2009 and 2009/2010 capital budget as identified in Attachment A.

2. As a condition of the receipt of STA funds, MBTA agrees to forego future allocations from the population-based apportionment of PTMISEA program funds until such time as SANBAG recovers an amount equal to the amount of STA funds allocated plus interest at the rate of interest earned by the County of San Bernardino Treasury pooled investments, calculated quarterly. SANBAG may, in its sole discretion, allow for a partial allocation of future population-based apportionments of PTMISEA prior to obtaining the full recovery if necessary.
3. In the event of any dispute hereunder, each party to this MOU shall bear its own attorney's fees and cost regardless of who prevails in the outcome of the dispute.
4. This MOU constitutes an agreement expressing the understanding of the parties concerning the subject matter of this agreement, and it supersedes all prior understandings, whether oral or written, express or implied.
5. When executed, each counterpart shall be deemed as original irrespective of the date of execution and shall together constitute one and the same MOU.

IN WITNESS THEREOF, the authorized parties have signed below:

**SAN BERNARDINO
ASSOCIATED GOVERNMENTS**

**MORONGO BASIN
TRANSIT AUTHORITY**

Paul M. Eaton
President

Chair

Approved as to Form:

Jean-Rene Basle
SANBAG Counsel

C10137

Attachment A

Transit System	FY 2009/10 PTMISEA	FY 2009/10 CTSGP CTAF	Total
Morongo Basin Transit Authority			
Emergency Generator	\$72,573		
Replacement Vehicles (Cycle 2)	\$182,506		
Total	\$255,079		\$255,079

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- San Bernardino County Transportation Commission •San Bernardino County Transportation Authority
•San Bernardino County Congestion Management Agency •Service Authority for Freeway Emergencies
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Minute Action

AGENDA ITEM: 17

Date: December 2, 2009

Subject: 2010 State Transportation Improvement Program (STIP)

Recommendation:* Receive information on preparation of the 2010 STIP.

Background: The California Transportation Commission (CTC) adopts a new STIP every two years. The STIP is a five-year capital improvement program of transportation projects, funded principally with revenues from the sales tax on gasoline (Prop 42). The 2008 STIP was adopted by the CTC in June 2008. As part of the STIP development process, each region in California is required to develop a Regional Transportation Improvement Program (RTIP) which documents the region's priorities for STIP funding. Concurrent with RTIP development, Caltrans prepares the Interregional Transportation Improvement Program (ITIP) of interregional priorities developed in collaboration with the regions. Caltrans merges the regions' RTIPs and Caltrans' ITIP into the STIP, and submits it to the CTC for approval.

The CTC has released the 2010 STIP development schedule. The Draft Fund Estimate for the 2010 STIP was presented at the September 9, 2009 CTC meeting and was approved by the CTC on October 14, 2007. Unfortunately, the 2010 STIP is estimated to be 40 percent short of the funding level needed for projects already programmed to 2013, so adding projects for near-term delivery is not an option at this time. What small additional capacity exists would only be available in years 2014 and 2015. Further, this small capacity is dependent on the state's ability to sell bonds. Staff hopes to fully program SANBAG's 2010 STIP balance

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Board of Directors*

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In Favor:

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to maintain priority access to the funds to keep region's projects delivered within the 2010 STIP cycle.

Consequently, the 2010 STIP development process will focus first on ensuring that project delivery commitments are met on existing Measure I and Proposition 1B projects. Staff will bring a full analysis on how current capacity impacts the region at the December Major Projects Committee and Mountain/Desert Committee meetings.

2010 STIP Schedule

- Caltrans presents draft fund estimate August 12, 2009
- Workshop: Draft Fund Estimate & Draft STIP Guidelines September 9, 2009
- CTC adopts fund estimate. October 14, 2009
- Caltrans identifies State highway needs November 13, 2009
- Regions submit RTIPs. February 12, 2010
- Caltrans submits ITIP. February 12, 2010
- CTC STIP hearing, North March 22, 2010
- CTC STIP hearing, South March 23, 2010
- CTC publishes staff recommendations April 29, 2010
- CTC adopts STIP. May 19, 2010

Financial Impact: This item is consistent with the Fiscal Year 2009-2010 SANBAG Budget, Task No. 37310000.

Reviewed By: This item was reviewed by the Major Projects Committee on November 12, 2009 and the Mountain/Desert Committee on November 20, 2009.

Responsible Staff: Ty Schuiling, Director, Planning and Programming

Minute Action

AGENDA ITEM: _____

Date: December 2, 2009

Subject: Preparation of the 2010/2011 Regional Transportation Improvement Program (RTIP).

Recommendation:* Receive report on RTIP preparation.

Background: SANBAG staff is currently gathering project information from each of the local jurisdictions within San Bernardino County for inclusion in the upcoming 2010/2011 Regional Transportation Improvement Program prepared by the Southern California Association of Governments (SCAG). Note that this is the Regional Transportation Improvement Program that, subject to federal approval, becomes the Federal TIP, not the Regional Transportation Improvement Program that serves as SANBAG's submittal to the California Transportation Commission for programming of funds in the State Transportation Improvement Program (STIP). SANBAG staff is required by SCAG to submit RTIP projects by December 7, 2009. SANBAG staff imposed an October 1, 2009 deadline to all of the jurisdictions to allow staff to meet SCAG's December 7th deadline. The processing time through SCAG, Caltrans, the Federal Highway Administration, and the United States Environmental Protection Agency is ten months, so that October 2010 is the expected approval date of this document. In summary, the SCAG 2010/2011 RTIP development schedule is as follows:

- October 1, 2009, local jurisdictions' project submittals due to SANBAG

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Board of Directors*

Date: November 2, 2009

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- December 7, 2009, SANBAG project submittals due to SCAG
- October 2010, final approval of the 2010 RTIP.

SCAG is required under both federal and state law to develop an RTIP (23 U.S.C. 134 (h) and 49 U.S.C. 5303 (H); California Government Code 14527, 65082 and 130301 et seq.). The RTIP is the short range program that implements the long range Regional Transportation Plan (RTP) to accomplish improvements in mobility and air quality. SCAG is a federally designated Metropolitan Planning Organization (MPO) and is the state-designated regional transportation planning agency for the six-county Southern California region. SCAG develops the RTIP in cooperation with Caltrans, the County Transportation Commissions and the Imperial Valley Association of Governments, and public transit operators. Federal and State rules and regulations require that the RTIP be:

- Updated at least every four years, adopted by SCAG, and then sent to the Governor for approval. SCAG will continue to update the RTIP every two years.
- Developed consistent with the SCAG Public Participation Plan and the AB1246 consultation process with the CTCs and Caltrans as set forth in the Public Utilities Code Section 130059.
- Consistent with the SCAG long range RTP as the RTIP implements the projects and programs in the RTP.
- Compatible with the State Transportation Improvement Program (STIP) development and approval process.
- Subject to compliance with the conformity requirements in the federally designated non-attainment and maintenance areas. In the South Coast Air Basin and in Ventura County, the RTIP shall give priority to eligible Transportation Control Measures (TCMs) identified in applicable State Implementation Plans (SIPs) in accordance with the US Environmental Protection Agency (EPA) transportation conformity regulations (40 CFR 93) and shall provide for their timely implementation.
- Consistent with financial constraint regulations (123 CFR 450.324 (i)) that stipulate "financial constraint shall be demonstrated and maintained by year and shall include sufficient financial information to demonstrate which

projects are to be implemented using current and/or reasonably available revenues”

Financial Impact: Staffing and support costs for preparation of SANBAG’s RTIP submittal to SCAG are addressed in the Fiscal Year 2009-2010 SANBAG Budget, Task number 50010000.

Reviewed By: This item was reviewed by Plans and Programs Policy Committee on October 21, 2009.

Responsible Staff: Ty Schuiling, Director of Planning and Programming

DISCUSSION ITEMS

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 19

Date: December 2, 2009

Subject: Notice of Presidential Appointments to Commuter Rail and Transit Committee and the Ad Hoc Consolidated Transportation Services Agency Steering Committee

Recommendation:* 1) Note appointments of the SANBAG Board President to fill newly created positions on the SANBAG Commuter Rail and Transit Committee with terms ending October 31, 2011:

A. Council Member Mike Leonard, City of Hesperia has been appointed to serve on the SANBAG Commuter Rail and Transit Committee.

B. Mayor Pro Tem Bill Jahn, City of Big Bear Lake has been appointed to serve on the SANBAG Commuter Rail and Transit Committee.

2) Note appointments of the SANBAG Board President to the newly created Ad Hoc Consolidated Transportation Services Agency Steering Committee with terms ending December 31, 2010:

A. Mayor Paul Eaton, City of Montclair, has been appointed to serve on the Ad Hoc Consolidated Transportation Services Agency Steering Committee.

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____

B. Supervisor Gary Ovitt, San Bernardino County, has been appointed to serve on the Ad Hoc Consolidated Transportation Services Agency Steering Committee.

C. Supervisor Josie Gonzales, San Bernardino County, has been appointed to serve on the Ad Hoc Consolidated Transportation Services Agency Steering Committee.

D. Mayor Pat Morris, City of San Bernardino, has been appointed to serve on the Ad Hoc Consolidated Transportation Services Agency Steering Committee.

E. Mayor Kelly Chastain, City of Colton, has been appointed to serve on the Ad Hoc Consolidated Transportation Services Agency Steering Committee.

F. Mayor Dennis Yates, City of Chino, has been appointed to serve on the Ad Hoc Consolidated Transportation Services Agency Steering Committee.

G. Mayor Richard Riddell, City of Yucaipa, has been appointed to serve on the Ad Hoc Consolidated Transportation Services Agency Steering Committee.

Background:

In accordance with SANBAG Policy 10001, the SANBAG President is authorized to appoint members of the Board of Directors to the SANBAG Commuter Rail and Transit Committee and "other special committee appointments". All Presidential appointments are announced at the SANBAG Board of Directors meeting immediately following the appointments for the purpose of advising the Board of Directors of the status of SANBAG committee membership and representation.

Board President Paul Eaton has appointed Mike Leonard, City of Hesperia and Bill Jahn, City of Big Bear Lake to the SANBAG Commuter Rail and Transit Committee for terms expiring October 31, 2011.

These two appointments became necessary when the Board of Directors voted to expand the Commuter Rail Committee to become the Commuter Rail and Transit Committee. This action created two new positions on the committee for representatives from the Mountain/Desert Subarea.

The SANBAG President has also appointed seven members to a newly created Ad Hoc Steering Committee to advise the Board of Directors on the creation of a Consolidated Transportation Service Agency as authorized in Measure I 2010-2040.

Board President Paul Eaton has appointed himself; Supervisor Gary Ovitt, San Bernardino County; Supervisor Josie Gonzales, San Bernardino County; Mayor Pat Morris, City of San Bernardino; Mayor Kelly Chastain, City of Colton; Mayor Dennis Yates, City of Chino; and Mayor Richard Riddell, City of Yucaipa to the Ad Hoc Consolidated Transportation Services Agency Steering Committee with terms expiring December 31, 2010.

The item serves to comply with SANBAG policy relative to announcement of appointments on SANBAG committees.

Financial Impact: This item has no direct impact upon the adopted SANBAG budget. Participation by SANBAG representatives on policy committees provides for implementation and funding of programs and projects which serve the best interests of San Bernardino County.

Reviewed By: This item has had no prior policy committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

- San Bernardino County Transportation Commission ■ San Bernardino County Transportation Authority
■ San Bernardino County Congestion Management Agency ■ Service Authority for Freeway Emergencies

Minute Action

AGENDA ITEM: 20

Date: December 2, 2009

Subject: Report on Cost of Fighting Sheep Fire and Wildland Fire Preparedness

Recommendation:* Receive information from San Bernardino County Fire on the response to and cost of fighting the Sheep Fire and general wildland fire preparedness efforts.

Background: At a recent Board meeting, some Board members expressed interest in knowing about the true cost of fighting the Sheep Fire near Wrightwood. San Bernardino County Fire Department Division Chief Tim Wessel will provide the Board with information on the response to the Sheep Fire, the cost of fighting the Sheep Fire, and wildland fire preparedness efforts in San Bernardino County. As these incidents affect the region as a whole, it is appropriate that the SANBAG Board as the Council of Governments receive information on this matter.

Financial Impact: This item has no financial impact

Reviewed By: This item has had no prior policy committee review.

Responsible Staff: Duane A. Baker, Director of Management Services

Approved
Board of Directors

Date: _____

Moved: _____ *Second:* _____

In Favor: _____ *Opposed:* _____ *Abstained:* _____

Witnessed: _____